TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION

REGULAR MEETING AGENDA

Jarvis Hall

4505 Ocean Drive

Tuesday, January 27, 2015

7:00 PM

- CALL TO ORDER, MAYOR SCOT SASSER
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG
- 3. INVOCATION Pauline Brooks McGuinness (Representing the Bahai' Faith)
- 4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS
- 5. PRESENTATIONS
 - a. Citizen Observer Patrol Annual Awards and Promotions (Captain Fred Wood)
 - Presentation of the Schematic Design for Commercial Blvd. Streetscape from A1A to Seagrape by Architectural Alliance (Connie Hoffmann Town Manager)
- 6. PUBLIC COMMENTS
- 7. PUBLIC SAFETY DISCUSSION
 - a. BSO Dec 2014 Report (Captain Fred Wood)
 - **b.** VFD Dec. 2014 Report (Chief Judson Hopping)
 - **c.** AMR Dec 2014 Report (Chief Brooke Liddle)
- 8. TOWN MANAGER REPORT
 - a. Town Manager Report (Connie Hoffmann Town Manager)
 - **b.** November 2014 Finance Report (Tony Bryan Finance Director)

- c. December 2014 Finance Report (Tony Bryan Finance Director)
- **d.** Chamber of Commerce Welcome Center December Statistics Report (Tedra Smith Town Clerk)
- **e.** Additional Uses of Restroom Building & Site (Connie Hoffmann Town Manager)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

11. CONSENT AGENDA

- a. Special Event Application from the Village Grille and 101 Ocean for St. Patrick's Day Event proposed for Monday, March 17, 2015 (Bud Bentley, Asst. Town Manager)
- **b.** Special Event Application from Athena By The Sea for St. Patrick's Day Event proposed for Monday, March 17, 2015 (Bud Bentley, Asst. Town Manager)
- **c.** Special Event Application from Florida Community Support Organization for a 5K Beach Run from Pompano Beach Pier to Anglin's Pier proposed for Saturday, March 21, 2015 (Bud Bentley, Asst. Town Manager)
- **d.** Waiver of Restriction on Town Engineer Contract (Connie Hoffmann Town Manager)

12. OLD BUSINESS

13. NEW BUSINESS

- **a.** Solar Street Lights (Municipal Services Director, Don Prince)
- **b.** Application for Relief of Code Enforcement Lien at 255 Hibiscus Avenue (Linda Connors Ass't Development Services Director/Town Planner)

14. ORDINANCES – PUBLIC COMMENTS

- a. Ordinances 1st Reading
 - i. Ordinance 2015-01 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14.5 "PEDDLERS AND

Town Commission Regular Meeting Agenda Tuesday, January 27, 2015

SOLICITORS" BY CREATING ARTICLE III "STREET PERFORMING" TO PROVIDE FOR PERMITTING AND REGULATION OF STREET PERFORMANCES; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Pat Himelberger Assistant to the Town Manager)

- ii. Ordinance 2015-02 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, "BEACHES AND WATERWAYS" ARTICLE II, "BEACH REGULATIONS", OF THE CODE OF ORDINANCES, TO PERMIT APPROVED SPECIAL EVENT ACTIVITIES ON THE BEACHES; AMENDING CHAPTER 14.5 "PEDDLERS AND SOLICITORS" TO ADDRESS VENDING AND PROMOTIONAL ENTERTAINERS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors Ass't Development Services Director/Town Planner)
- iii. Ordinance 2015-03 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES, BY AMENDING ARTICLE I, "IN GENERAL," DIVISION 2, "ADMINISTRATION AND BOARDS," TO CREATE A PUBLIC ART BOARD; AND CREATING ARTICLE XII, "PUBLIC ART PROGRAM"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Susan Trevarthen Town Attorney)
- **b.** Ordinances 2nd Reading

15. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2015-04 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT AGREEMENT FOR FUNDING \$16,462.00 THROUGH THE BROWARD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2014/2015 FOR SENIOR CENTER ACTIVITIES; AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS IN THE AMOUNT OF \$47,538.00; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Tedra Smith Town Clerk)
- 16. QUASI JUDICIAL PUBLIC HEARINGS
- 17. COMMISSIONER COMMENTS
- 18. ADJOURNMENT

19. FUTURE REGULAR COMMISSION AGENDA ITEMS

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution, at the far right end of the dais.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

Town Commission Regular Meeting Agenda Tuesday, January 27, 2015

Item No. ____



Agenda Item Memorandum

Broward Sherili's Office				Captain Fred Wood					
		Department					Depart	ment Director	
	CO	MMICCIONI	ALDEADT)	NG DATE - 7:0	0 DM		Doodling	to Town Cloub	1
				NG DATE - 7:0	U PMI	Deadline to Town Clerk		e to Town Clerk	
		January 27, 20	015						
	_				ject to (Change			
	\boxtimes	Presentation		Reports		Consent		Ordinance	
		Resolution		Quasi-Judicial		Old Business	s \square	New Business	
	[FY2014 DE	SIGNA	TED HIGH PR	IORI	TY ITEM - 1	PRIORI	TY TOPIC	
SUBJECT TI	TLE:	Citizen Obse	rver Pa	trol Annual Awa	ards a	nd Promotio	ons		
patrol the Tovincreased vision duties that as	wn in ibility ssist t	specially mark for public safe he Town and B	ed vehic ty. Addit SO duri	Patrol is a BSO place, on bicycles ionally, C.O.P. ving various eventing anized in a fas	and or colunte ts. The	n a 4 wheel d ers assist wit e volunteers v	rive utilit h traffic o vear a ur	y vehicle to procontrol, parking niform that distir	vide and other nguishes
•	fill va	cant ranks. We	ŭ	for the efforts pu ate the opportun					
(3 promotions	s, 4 a	wards)							

Item No.



Agenda Item Memorandum

Administration		Connie Hoffmann		
Department		Department Director		
COMMISSION MEETING DATE - 7:0	0 PM	Deadline to Town Clerk		
☐ January 27, 2015 – Regular Meeting 7:00 F				
*Sub	oject to Change			
Presentation Reports	Consent	Old Business		
☐ New Business ☐ Quasi-Judicial	Ordinance	Resolution		

SUBJECT TITLE: PRESENTATION OF THE SCHEMATIC DESIGN FOR COMMERCIAL BLVD STREETSCAPE FROM A1A TO SEAGRAPE BY ARCHITECTURAL ALLIANCE

EXPLANATION: Last fiscal year the Commission approved a work authorization with Architectural Alliance to design the remaining two blocks of the Commercial Boulevard streetscape. This project is budgeted in the current year CIP for both design and construction.

Two design meetings have been held for property owners and businesses that front Commercial Boulevard on those two blocks of Commercial, with very limited turnout. The people who did attend asked that we space the trees so that they did not block their signage and care has been taken to do that. We had planned to start construction of the streetscape in late May or early June, but the merchants who attended have asked us to delay construction until August in order not to impact their late Spring and Summer business trade. Moving the construction time to August and September does put us into an active hurricane time, but the merchants feel strongly about this and staff is supportive of their request This is a much simpler project to construct than were the other Commercial Boulevard projects, as it does not include new drainage or parking lots, so we are hopeful that we could build it in a two to three month time frame, depending on weather.

Architectural Alliance did meet with FDOT a few weeks ago to discuss the plans and got their feedback which is being incorporated into the design, none of which is problematic. Staff recommends that we use the CM @ Risk contract on construction of this project as it involves the Town's primary commercial street and State Contracting is knowledgeable of with the design and materials to be used. Based on our experience on the other projects with long delays in getting light fixtures and poles, we would anticipate ordering lighting fixtures in the early Spring in order to be assured of having them when we need them.

The schematic design proposed basically continues the paving pattern, lighting and other design features from the two westernmost blocks of Commercial. The Commission had reviewed the general concept when we applied (unsuccessfully) for an MPO/FDOT grant for the project. As the Commission will recall, our approach in these two blocks is to widen the sidewalks, putting in a decorative paving pattern, adding sidewalk trees and hedge materials, and adding pedestrian lighting. We will also improve the landscaping at the parking areas on Bougainvilla Drive that abut the project boundaries. Architectural Alliance will present the plan in more detail on Tuesday night.

Once the Commission gives the go-ahead on the schematic design, they will move into preparing detailed construction drawings. State Contracting has recommended that we get more detailed survey information based on the issues we ran into on the other Commercial Boulevard projects and staff will take care of ordering an update to the survey so that we avoid some of the challenges we had on the earlier projects.

RECOMMENDATION: That the Commission provide their reaction to the schematic design.

EXHIBITS: Objectives & Solutions

Overall Site Plan Materials Board

Proposed Elevations Block 1 Proposed Elevations Block 2 Proposed Site Plan Block 1 Proposed Site Plan Block 2

Reviewed by Town Attorney

Yes No

OBJECTIVES:

- Widen sidewalks to accommodate pedestrians.
- Consistency of paving materials on Commercial Boulevard.
- Provide landscaping and shady sidewalks.
- Standardize lighting fixtures to A1A.
- Uniformity of site furniture.
- Similar Public Art Like the West portion of Commercial Boulevard.
- Maintain visibility to Building signage and Commercial Boulevard storefronts.
- Coordination & permitting with FDOT.

SOLUTIONS:

- Eliminate landscape at median.
- Realign vehicular lanes.
- Add bike lanes North and South sides of Boulevard.
- Widen sidewalks based upon median and roadway realignment.
- Add landscaping and shade separating pedestrians and vehicles.
- Create setting for Art and Bougainvillea sculptures.
- Uniform pedestrian light fixtures.
- Uniform site furniture.
- Adjust location of drainage inlets.
- Eliminate door threshold elevational conflicts.
- Use our contacts with FDOT for a smooth / efficient permitting process.















Item No.

5.b.







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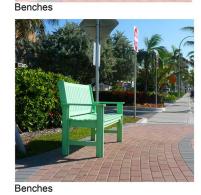
Bougainvillea Trellis



















Block One North Elevation



Bougainvillea / Commercial Intersection North Elevation



Bougainvillea / Commercial Intersection South Elevation



Block One South Elevation



Block Two North Elevation



Block Two East Elevation

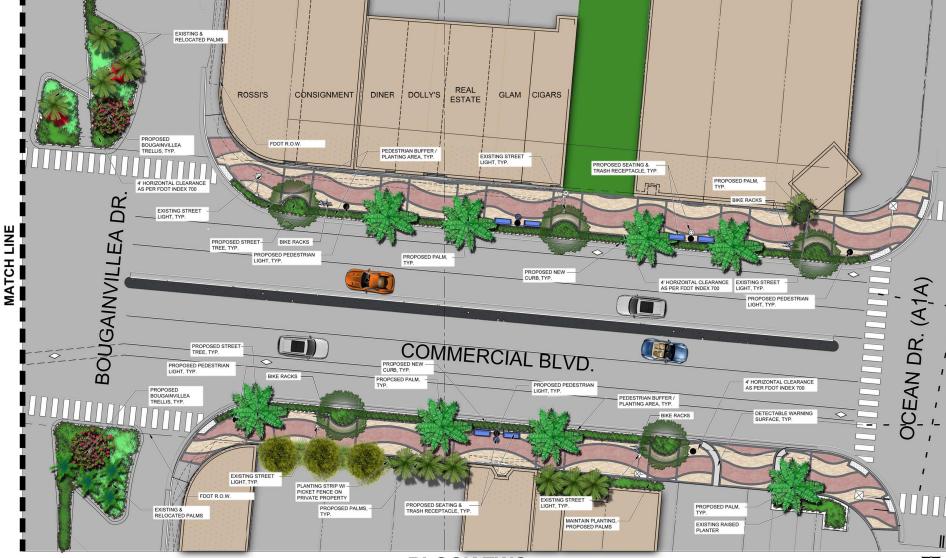






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BLOCK TWO







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Item No. ____



Agenda Item Memorandum

vard Sheriff's Office Department	_		_	rment Director	
COMMISSION MEETING	G DATE - 7:0	0 PM		Deadline	e to Town Clerk
☑ January 27, 2015					
	*Sub	ject to C	Change		
☐ Presentation ☐	Reports		Consent		Ordinance
Resolution	Quasi-Judicial	П	Old Business		New Business

SUBJECT TITLE: BSO Monthly Report

EXPLANATION: December 2014



Date:

December 31, 2014

To:

Connie Hoffmann

Town Manager

Lauderdale-By-The-Sea

From:

Captain Fred Wood

Lauderdale-By-The-Sea District

Subject:

Monthly Report to Commission – December 2014

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Harry Joseph

Deputy Joseph conducted a traffic stop at 200 Commercial after receiving an ALPR Alert of an expired tag over 6 months. Deputy Joseph recovered a stolen firearm and arrested the driver on several felony charges. See Notable Incidents/Arrests below.

<u>COMMUNITY PROGRAMS AND SERVICES</u>: These ancillary programs and services are available to residents on an ongoing basis.

- Elder Links: This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- Business and Residential Security Surveys: The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are providing upon request, at no charge to the business owner or resident.

- Vacation House Watch Program: Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- Neighborhood Crime Prevention Program: The Neighborhood Crime Prevention
 program liaison organizes and conducts crime prevention and security seminars at the
 request of neighborhood civic and condominium associations. He will also help facilitate
 any Neighborhood Crime Watch programs in which the residents wish to participate.
- Identity Theft and Scam Prevention Program: The Identity Theft and Scam
 Prevention program is designed to inform residents about identity theft and how to
 lessen their chances of becoming a victim of a scam. Residents are informed on the
 importance of shredding documents, awareness of suspicious individuals, protection of
 passwords and use of caution in revealing information. Our Shred-A-Thon to reduce
 identity theft event is incorporated into this program.
- Child Car Seat Installations / Inspections: The Child Car Seat Installation / Inspection program provides for education in the proper utilization of child car safety seats.
- Enhanced Marine Law Enforcement Patrol Program: The BSO Marine Patrol Unit
 participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdaleby-the-Sea. This grant allows for additional maritime patrols throughout the Town's
 waterways and adjacent ocean area.
- Citizen Observer Patrol (COP) Program: COP volunteers are local residents who
 receive public safety training. They are a tremendous asset to the Town of Lauderdaleby-the-Sea. COP members alternate assisting in administrative duties or patrolling local
 neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols.
 COP members also attend monthly patrol information and criminal intelligence briefings.
 A summary of COP statistical activity is included at the end of this report.
- Sexual Offender Tracking Program: There is currently one (1) person legally classified as a sexual offender residing within Town limits. This offender is routinely contacted by BSO to ensure his continued compliance with State of Florida legal mandates. Existing municipal ordinances prohibit additional persons classified as sexual offenders or sexual predators from residing within Town limits.
- Bicycle Patrol: Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of forty-seven (34) hours this month.
- All-Terrain Vehicle Patrol: The ATV / Polaris are primarily utilized on the beach areas
 in order to conduct patrols to deter criminal activity and maintain the security of the
 beach-area properties. The ATV patrol is instrumental in marine fisheries regulation
 enforcement and protection. Deputies used the ATV / Polaris for sixteen (16) hours this
 month.
- Crisis Intervention Team / Homeless Outreach Team Programs: The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able

to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Eighteen (18) individuals were contacted during the month. Four (4) were transported to a facility.

- Automated License Plate Reader Camera System: The ALPR system installation was completed in October.
- e Alerts: This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

SPECIAL EVENTS: These events required the participation of the BSO LBTS district.

Christmas By The Sea: BSO LBTS assisted with road closures and crowd control for the annual event. Capt. Wood, Lt. Palmer and several deputies assisted with the event.

Santa Claus Is Coming To Town: BSO LBTS had deputies monitor the event; however, no assistance was necessary. Lt. Palmer attended the event.

Menorah Lighting: BSO LBTS assisted at the annual Menorah Lighting Ceremony. Capt. Wood and several deputies were present for the event.

New Year's Eve Celebration: BSO LBTS assisted with traffic and crowd control and road closures for the annual event. This year's event had a large turnout with no major incidents reported. Capt. Wood and Lt. Palmer attended the event.

MONTHLY ARREST LOG:

Male arrested at 4013 North Ocean Drive for active warrant

Male arrested at Commercial Boulevard and Ocean Drive for driving with a suspended/revoked driver's license (habitual offender)

Female arrested at 4410 Bougainvillea Drive for active warrant

Male arrested at 4353 North Ocean Drive for active warrant

Male arrested at Washingtonia Avenue and Ocean Boulevard for DUI

Male arrested at 4660 North Ocean Drive for Aggravated Battery-Cause Bodily Harm or Disability/Date Violence

Male arrested at 4353 North Ocean Drive for Aggravated Battery-Cause Bodily Harm or Disability

Male arrested at 1400 South Ocean Boulevard for active warrant

Male arrested at 2001 South Ocean Boulevard for Resisting Officer/Obstruct with Violence

Male arrested at 200 Commercial Boulevard for Grand Larceny/Theft of a Firearm

Male arrested at 4137 Seagrape Drive for Aggravated Battery

Male arrested at 112 Commercial Boulevard for Disorderly Conduct

Male arrested at 2 Commercial Boulevard for active warrant

Male arrested at 4660 North Ocean Drive for Battery/Domestic Violence

Male arrested at 4605 North Ocean Drive for Battery/Domestic Violence

NOTABLE INCIDENTS / ARRESTS:

Stolen Firearm Arrest: 12/13/14 / 1200 hours

Location: 200 block Commercial Blvd. **Arrestee:** Philip Demps Jr., 11/17/71

Charges: Expired Tag over 6 months, DWLS, Poss. Of Firearm by Convicted Felon, Poss. of

Ammunition by Convicted Felon, and Poss. of a Stolen Firearm

Deputy Joseph conducted a traffic stop at 200 Commercial after receiving an ALPR Alert of an expired tag over 6 months. Deputy Joseph removed a fully loaded .38 caliber handgun from the center console and discovered it was stolen during a residential burglary on 08/05/2014 in Palm Beach. He also learned that Demps was previously convicted of a Grand Theft. Detective Mursell responded and the suspect confessed that although he did not know where the gun was stolen from he suspected his son (who is currently incarcerated in Martin County) and his son's acquaintances were responsible for the theft.

Domestic Violence / Aggravated Battery Arrest: 12-5-14 / 1810 hours

Location: 4660 N. Ocean Drive (The Florida Beach Hotel)

Arrestee: DeZekiel Haynes, 11/08/81 **Charges:** Aggravated Battery (Domestic)

Deputies responded to a victim bleeding in the lobby. It was determined that it was a severe bite and the victim's left ear was partially bitten off. EMS responded and the victim was transported to Holy Cross Hospital for further treatment. The victim stated that his transsexual partner, Haynes, had bitten him after a verbal altercation over infidelity. The suspect was not originally on scene but was located and taken into custody by Deputies Alvarez-Jacinto and Klier. He was brought back to the district office and he gave a taped confession.

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2013 YTD	2014 YTD
AUTO THEFT	1	0	11	9
BURGLARY-BUSINESS	0	0	1	6
BURGLARY-CONVEYANCE	0	0	27	29
BURGLARY-RESIDENCE	6	3	32	18
BURGLARY-STRUCTURE	0	0	0	1
FORCIBLE SEX	0	1	0	1
HOMICIDE	0	0	0	0
ROBBERY	0	1	7	2
THEFT-GRAND	2	1	21	19
THEFT-PETIT	2	0	32	40
TOTALS	11	6	131	136

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	29
COP Hours Worked - Month	184
COP Patrol Miles - Month	461
COP Hours Worked - YTD	1,826
COP Patrol Miles - YTD	4,769

COP Bike Patrol Hours - Month	29
COP Bike Patrol Hours - YTD	113

MONTHLY STAFFING AND STATISTICAL REPORT:

The December 2014 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity December 2014

Reports/Calls				
Miscellaneous Service				
Event Reports	50			
Accidents	16			
Calls for Service	668			

Arrests				
Type of Arrest				
Felony	4			
Misdemeanor	1			
NTA	0			
Capias/Warrant	5			
Traffic	2			
DUI	1			
DV Misdemeanor	2			
DV Felony	0			
NIC P/C	0			
Total Arrests	15			

General				
FI	21			
Truant	0			
Truant Debriefed	0			
Elder Link	0			

Traffic			
Types of Citation			
Non-Moving / Moving Citation	81		
Parking	0		
Warnings	112		
Total Citations	193		

Time Worked				
Hours Worked				
Bike Patrol	46.75			
Court Overtime	27			
Training	56			
Detached	30			
Other Overtime	35			
Days Worked	31			

Narrauve					
ATV: 265 Miles / 16 Hours					
Reserve Deputies worked 3 shifts / 32 hrs.					
CPTED Site Plan Review/Security Survey: 1					



MONTHLY STAFFING AND STATISTICAL REPORT LAUDERDALE-BY-THE-SEA DISTRICT

December 31, 2014

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	27	1

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Joseph Williams	15271	LD	Worker's Comp Injury

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached To	Reason	Hours
Deputy Scott McGourty	8721	Motors	Escort	30
			TOTAL	30



LAUDERDALE-BY-THE-SEA DISTRICT / SEX OFFENDERS





Palmer, John

05/26/1932

1500 South Ocean Drive; Apt # 1502 Lauderdale-by-the-Sea, Fla. 33062

Criminal History

Computer Pornography - Attempt to Entice and Coerce an Individual under 18 years of age to engage in sexual act.

Current as of:

01/01/2015



LBTS SEX OFFENDERS NEARBY - DECEMBER, 2014





WELLER KENNETH

09/09/1948

4051 N. OCEAN BLVD.

APT# 312A FTL, FL 33308

RECEIPT OF CHILD

PORNOGRAPHY



09/18/1950 3333 NE 34 ST APT# 1220 FTL, FL 33308 BATTERY U/16 (1999) BROWARD,FL

PEREIRA VINCENT



O1/14/1943

4051 N OCEAN BLVD #

202-A

FTL, FL 33308

ABUSE OF CHILD
(2001) BROWARD, FL



05/18/1965

4051 N OCEAN BLVD. #
302A

FTL, FL 33308

RECEIPT OF
MATERIAL BY

MAIL - CHILDREN

WARD VERNON

Item No.



Agenda Item Memorandum

COMMISSION MEETING DATE - 7:00 PM		Deadlin	e to Town Clerk
☑ January 27 th – Regular Meeting 7:00 PM		January	16 th
*Subject to C			Ordinana
☐ Presentation ☒ Reports ☐ Resolution ☐ Quasi-Judicial	Consent Old Business		Ordinance New Business
☐ FY2015 – PART OF THE STRATEGIC	PLAN		

EXHIBITS: Chief's Overview

Summary Report Active Members Roster

Training Report
Activity Report
Unit Response Time



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of December 2014, the Volunteer Fire Department attended the Broward County Fire Chief's association monthly meeting. The fire department also continued its focus on fire prevention for high-rise buildings and commercial properties. Thirty-eight multi-family structures, vacation homes, and commercial properties received their annual fire inspection, two re-inspections and two complaints that were investigated and satisfied during the month of December.

Responses:

The Volunteer Fire Department responded to 43 fire rescue calls within the limits of our contract.

- Of the 43 fire rescue calls received, there were 18 fire alarms, 7 accident w/injuries, 6 elevator rescues, 2 surf rescues, 3 HazMat, 2 structure fires, and 5 classified as "other" fire.
- There were 109 emergency 911 medical calls for December 2014. The department was dispatched to 11 of those calls, of which 5 were cancelled by the Chief on Duty or Med12. The department assisted Med12 on 6 of the medical calls.

Training:

The Volunteer Fire Department has 26 regular in-town members and 29 associate out of town members for a total of 55 active members.

The fire department held 8 fire drills, 2 orientation training, and 21 fire inspections which consisted of the following:

- 395 Hrs Fire fighter skills & Orientation/Performance Objectives new members
- 207 Hrs Annual Pre-planning Fire inspection

A total of 602 hours were spent in the month of December on training.

In closing, the Volunteer Fire Department will continue to improve and increase fire department members training, as required by ISO and newly established state training curriculums.

Respectfully,

Judson Hopping,

Fire Chief

Administration office: 4513 Ocean Boulevard Fire Station: 4504 Bougainvilla Drive Lauderdale-By-The-Sea, FL 33308

Fax: (954) 640-4236

Tel: (954) 640-4250

e-mail: contact@lbtsfire.com



Town of Lauderdale-By-The-Sea Fire Department Monthly Report

December 2014

	Regular In-town	Associate Out of Town	
Active Member	26	29	
Fire 1 non-certified	2	0	
Fire 1 Certified	8	0	
Fire II Certified	16	29	
EMT-B (FL)	9	8	
Paramedic (FL)	6	21	

Emergency Calls

Fire/Rescue	43
Total Medical 911 calls	109
Medical calls V.F.D. Not Dispatched	98
Medical calls V.F.D. Dispatched	11
Medical calls Canceled by Chief/M12	5
Medical calls V.F.D. Assisted	6

Training	602 Total Hrs

Fire Drills & orientation training	10
Pre-Planning Fire Inspection training	19

4		
	Ocean Rescue Patrol	65 Total Hrs.

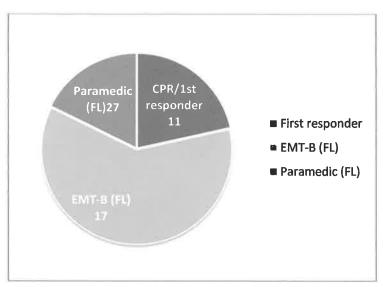
Beach 12	57 Hrs.
Beach 212	8 Hrs.

Station Watch/Community Service

2,978.25 + Total Hrs.

Firefighters	2,234.25+ Hrs.		
Chief on Duty/Command	744 Hrs.		

		Non Certified	FF I	FF II	CPR/1 st Responder	ЕМТ-В	Paramedic
		2	8	16	11	9	6
		0%	23%	12%	20%	10%	5%
Regular	26						
		0	0	29	0	8	21
		0%	0%	37%	2%	23%	11%
Associates	29						
Total	55	2	8	45	11	17	27





LBTS Volunteer Fire Department - December 2014, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Alvarez	Juan	5009	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	6
Angeles	Miko	90	Regular Member		Captain	Firefighter I	CPR for healthcare provider	20	55
Bacigalupi	James	730	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	10	37
Beltran	Yorgui	733	Regular Member	*	Lieutenant	Firefighter II-D/E	Paramedic (FL)	21	53
Boneta	Marisa	705	Regular Member		Firefighter	Firefighter I	CPR for healthcare provider	15	45
Boniello	Anthony	153	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	23	48
Bossle	Joshua	5008	Associate Member		FireFighter	Firefighter II	Paramedic (FL)	2	9
Brody	Brandon	756	Associate Member		FireFighter	Firefighter II	EMT-B (FL)	9	14
Buehrer	Ross	718	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	9
Burnett	Jordan	5016	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	2
Chase	Gordon	110	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	24	65
Chavez	Daniel	585	Regular Member		Safety Officer	Firefighter II-D/E-Officer III	Paramedic (FL)	10	21
Coll	Ariel	751	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	7
Conn	Mark	004	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	16	41
DaSilva	Bruno	5022	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	2
DeNunzio	Kyle	5019	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Duskin	Michael	750	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	10
Duty	Kyle	5021	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	0
Evans	Melanie	746	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	6
Glassman	Austin	5020	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Goyochea	Danilo	128	Regular Member		Lieutenant	Firefighter II	EMT-B (FL)	28	77
Heidel	Joseph	5014	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Herrera	Franklin	754	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	11
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	6	25
Jenkins	Paul	157	Regular Member		Trainee	Trainee	CPR for healthcare provider	0	0
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	39	96
Kane	Mark	155	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	26	56
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II-D/E	CPR for healthcare provider	45	104
Lebron	Jenni	5006	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	12
Lorenzo	Nicholas	5023	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	2
Louvaris	Brittany	093	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	18	41
Louvaris	John	078	Regular Member		Firefighter	Firefighter II-D/E - Officer I	CPR for healthcare provider	48	98
Louvaris, II	John	124	Regular Member		Firefighter	Firefighter I	EMT-B (FL)	28	60
Marlin	Sean	5017	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	2
McGirr	Ron	011	Regular Member	*	Battalion Chief	Firefighter I	CPR for healthcare provider	36	82

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Michailiuk	Jonathan	089	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Millar	Simon	5002	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	8
O'Donnell	Liam	158	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	17	35
Oramas	Angel	612	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	4
Padden	Joseph	012	Regular Member		Deputy Chief	Firefighter II-D/E	EMT-B (FL)	11	19
Paine	Riley	704	Associate Member		Firefighter	Firefighter II-D/E	Paramedic (FL)	8	22
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	EMT-B (FL)	13	29
Patterson	Michelle	531	Regular Member	*	Firefighter	Firefighter II - D/E	Paramedic (FL)	16	43
Pieschel	Nicholas	5018	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Renneisen	Adam	141	Regular Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	13	44
Sands	Kristen	5011	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	7
Shulman	Joseph	138	Regular Member	*	Firefighter	Firefighter I - Officer II	Paramedic (FL)	0	1
Silverstone	Jim	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	8	21
Sio	David	758	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	7
Suriano	Max	542	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	13
Valentine	Alfredo	150	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	7	22
Walde	Richard	741	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	10
Wetherington	Chris	159	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	3	18
Wohlitka	Charles	5001	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	14
Zapata	Anthony	5013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	11

Monthly Activity Report - December 2014									
Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FI				
01-Dec-14	1961 W. Terra Mar Drive	Fire alarm	6:15:00 PM	6:21:00 PM	22				
02-Dec-14	4320 El Mar Drive	Fire alarm	10:21:00 AM	10:36:00 AM	10				
02-Dec-14	4320 El Mar Drive	Fire alarm	10:51:00 AM	10:52:00 AM	9				
02-Dec-14	4220/4219 El Mar Drive	Fire alarm	7:38:00 PM	8:07:00 PM	13				
03-Dec-14	4900 N. Ocean Blvd.	Fire alarm	3:29:00 PM	3:42:00 PM	9				
04-Dec-14	4608 El Mar Drive	Fire alarm	1:31:00 PM	1:46:00 PM	15				
05-Dec-14	Polnciana Street	Fire other	8:33:00 AM	8:43:00 AM	6				
05-Dec-14	1461 S. Ocean	Fire alarm.	2:53:00 PM	3:12:00 PM	11				
05-Dec-14	N. Ocean & Comm.	Accident w/Injuries	10:28:00 AM	10:38:00 AM	10				
06-Dec-14	1480 South Ocean Blvd.	Elevator rescue	3:50:00 PM	4:01:00 PM	18				
06-Dec-14	1480 South Ocean Blvd.	Elevator rescue	4:13:00 PM	4:22:00 PM	17				
06-Dec-14	4660 El Mar Drive	Fire alarm	4:17:00 PM	4:27:00 PM	18				
07-Dec-14	4244 El Mar Drive	Drowning	7:47:00 AM	8:46:00 AM	17				
07-Dec-14	1480 South Ocean Blvd.	Elevator rescue	5:16:00 PM	5:23:00 PM	10				
07-Dec-14	1850 South Ocean Blvd.	Accident w/Injuries	7:15:00 PM	7:29:00 PM	11				
09-Dec-14	N. Ocean & Palm Ave.	Haz-Mat	2:03:00 AM	2:32:00 AM	11				
09-Dec-14	4660 El Mar Drive	Haz-Mat	12:04:00 PM	1:37:00 PM	10				
10-Dec-14	4900 N. Ocean Drive	Fire other	11:44:00 PM	11:48:00 PM	8				
11-Dec-14	1600 South Ocean Blvd.	Fire alarm	12:29:00 PM	12:59:00 PM	15				
11-Dec-14	4660 N. Ocean Drive	Fire alarm	10:06:00 PM	10:10:00 PM	12				
11-Dec-14	5101 N. Ocean Drive	Fire other - smoke investigation	10:08:00 PM	10:31:00 PM	12				
12-Dec-14	4620 North Ocean Drive	Structure Fire	9:48:00 PM	9:57:00 PM	8				
13-Dec-14	1900 South Ocean Blvd.	Fire alarm	11:01:00 PM	11:42:00 PM	10				
14-Dec-14	1800 South Ocean Blvd.	Fire alarm	9:17:00 AM	9:33:00 AM	15				
14-Dec-14	5450 N. Ocean Blvd.	Accident w/Injuries	6;21:00 PM	7:03:00 PM	18				
15-Dec-14	4144 El Mar Drive	Accident w/mjuries Accident w/Injuries	12:08:00 AM	12:16:00 AM	10				
15-Dec-14 15-Dec-14	1500 N. Ocean Blvd.	Fire alarm	1:53:00 PM	2:22:00 PM	13				
		Accident w/Injuries	7:32:00 PM	7:45:00 PM	18				
15-Dec-14	4504 Bougainvilla Drive 4660 N. Ocean Drive	Elevator rescue	11:00:00 AM	11:04:00 AM	13				
17-Dec-14		Fire alarm	5:12:00 AM	5:24:00 AM	10				
18-Dec-14	4660 El Mar Drive		10:19:00 AM	10:28:00 AM	13				
20-Dec-14	4900 North Ocean Drive	Accident w/Injuries	2:17:00 PM	2:47:00 PM	10				
20-Dec-14	Anglins Fishing Pier	Fire other - missing person on beach	9:30:00 PM	11:31:00 PM	8				
20-Dec-14	4443 W. Tradewinds Ave.	HazMat - strong smell of gas	9:30:00 PM	9:26:00 PM	6				
21-Dec-14	6000 North Ocean	Fire other	11:43:00 PM	12:08:00 AM	12				
22-Dec-14	1800 South Ocean Blvd.	Fire alarm	8:27:00 PM	8:51:00 PM	6				
24-Dec-14	4900 N. Ocean Drive	Elevator rescue		3;30:00 PM	10				
25-Dec-14	6000 N. Ocean Blvd.	Fire alarm	3:01:00 PM 10:09:00 PM	10:57:00 PM	5				
26-Dec-14	4405 W. Tradewinds	Fire other	7:05:00 PM	8:03:00 PM	13				
27-Dec-14	N. Ocean & Commercial	Accident w/Injuries			10				
28-Dec-14	5100 North Ocean	Elevator rescue	5:49:00 AM	5:48:00 AM	14				
28-Dec-14	4343 North Ocean Drive	Commercial Structure fire	2:48:00 PM	3:20:00 PM	14				
30-Dec-14	4660 El Mar Drive	Fire alarm	5:25:00 PM	5:38:00 PM					
30-Dec-14	4660 El Mar Drive	Fire alarm	10:06:00 PM	10:16:00 PM	17				

Date 1st Responder Calls		Event Description	Start Time	End Time	No. of Fi
02-Dec-14	Seaward Drive	medical, E12 canceled by M12	5:49:00 PM	6:03:00 PM	8
04-Dec-14	E. Tradewinds Ave.	medical, E12 canceled by M12	12:47:00 AM	12:58:00 AM	7
05-Dec-14	North Ocean Drive	medical, E12 canceled by M12	5:59:00 PM	6:28:00 PM	6
05-Dec-14	North Ocean Drive	medical, E12 assisted M12	6:12:00 PM	7:11:00 PM	7
06-Dec-14	Commercial Blvd.	medical, BP12 assisted M12	11:42:00 AM	11:53:00 AM	10
06-Dec-14	South Ocean Blvd.	medical, BP12 canceled by M12	11:58:00 AM	12:56:00 PM	10
12-Dec-14	Bougainvilla Drive	medical, B12 assisted M12	6:17:00 AM	6:19:00 AM	3
12-Dec-14	North Ocean Blvd.	medical, E12 assisted M12	8:04:00 AM	8:07:00 AM	7
15-Dec-14	South Ocean Blvd.	medical, E12 assisted M12	2:27:00 PM	4:32:00 PM	8
26-Dec-14	3270 Fiesta Way	medical, B12 assisted M12	8:52:00 AM	9:00:00 AM	3
31-Dec-14	Windward Avenue	medical, B12 assisted	12:48:00 PM	1:10:00 PM	3

Total Calls 11

Date	Drill/Training	Event Description	Start Time	End Time	No. of F
01-Dec-14	5555 South Ocean	Company ops & zone familiarization @ Leisure/Hibiscus	6:00:00 PM	10:00:00 PM	8
01-Dec-14	3900 N. Ocean Drive	PPEP Blaxning fire inspection @ The FountainHead Condo	10:00:00 AM	12:30:00 PM	5
02-Dec-14	4001 North Ocean Drive	Pre-planning fire inspection @Ocean Medical Center	10:00:00 AM	1:00:00 PM	5
03-Dec-14	1950 South Ocean Blvd.	Pre-planning fire inspection @ Native Sun Hotel	10:00:00 AM	11:30:00 AM	5
04-Dec-14	Station 12	Engine company ops	6:00:00 PM	10:00:00 PM	5
04-Dec-14	4608 El Mar Drive	Pre-planning fire inspection @ White Cap	10:00:00 AM	11:00:00 AM	5
04-Dec-14	2000 South Ocean Blvd.	Pre-planning fire inspection @ Royal Coast Condo	1:00:00 PM	2:00:00 PM	5
05-Dec-14	1850 South Ocean	Pre-planning fire inspection @ Crane Crest Condo	10:00:00 AM	12:00:00 PM	6
05-Dec-14	232 Basin Drive	Pre-planning fire inspection Silver Shores Yacht Basin	12:30:00 PM	2:00:00 PM	6
06-Dec-14	4116 N. Ocean Drive	Orientation trng - new members: hose & highrise	9:00:00 AM	12:00:00 PM	20
06-Dec-14	Station 12	Orientation new members: hoses & highrise packs	12:30:00 PM	5:30:00 PM	19
08-Dec-14	4660 N. Ocean Drive	Pre-planning fire inspection @ Florida's Beach Resort	10:00:00 AM	1:15:00 PM	5
09-Dec-14	4660 El Mar Drive	Pre-planning fire inspection @ Florida Beach Resort	10:00:00 AM	12:00:00 PM	4
10-Dec-14	4316, 4318, & 4320 El Mar	Pre-planning fire inspection @ Oriana Condo (3)bldgs.	10:00:00 AM	2:00:00 PM	6
11-Dec-14	various	Fire pre-planning @ Walgreens Liquer, Walgreens Pharmacy, By the Sea Laundry & Ace Hardware		10:00:00 PM	6
11-Dec-14	4445 El Mar Drive	Pre-planning fire inspection @ Village by the Sea Condo	10:00:00 AM	12:30:00 PM	7
12-Dec-14	4444 El Mar Drive	Pre-planning fire inspection @ Village by the Sea Condo	10:00:00 AM	11:30:00 AM	5
12-Dec-14	4546 El Mar Drive	Pre-planning fire inspection @ Village by the Sea Clubhouse	11:30:00 AM	12:30:00 PM	5
15-Dec-14	1967 N. Ocean Drive	Zone familiarizaton & fire tactics	6:00:00 PM	10:00:00 PM	9
15-Dec-14	14C Commerical Blvd.	Pre-planning fire inspection @ Mulligan's	10:00:00 AM	11:30:00 AM	5
16-Dec-14	4300 El Mar Drive	Pre-planning fire inspection @ Winter Colony	10:00:00 AM	11:30:00 AM	5
17-Dec-14	4228 El Mar Drive	Pre-planning fire inspection @ El Mar Condo	10:00:00 AM	11:00:00 AM	6
18-Dec-14	4300 El Mar Dr. & 1700 S.	Pre-planning walk-thru and familiarization	6:00:00 PM	10:00:00 PM	8
18-Dec-14	1700 South Ocean Blvd.	Pre-planning fire inspection @ Cristelle Condo	10:00:00 AM	12:30:00 PM	5
19-Dec-14	1500 South Ocean	Pre-planning fire inspection @ Leisure Tower Condo	10:00:00 AM	12:30:00 PM	5
20-Dec-14	Station 12	Fireground tactics & mass casualty incident scenerio	9:00:00 AM	1:00:00 PM	5
22-Dec-14	Station 12	Zone familiar, timed PPE don & SCBA/buddy breathing	6:00:00 PM	10:00:00 PM	7
22-Dec-14	4225 El Mar Drive	Pre-planning fire inspection @ Bueno Vistal Hotel; refused inspection.	10:00:00 AM	10:30:00 AM	6
23-Dec-14	4540 North Ocean Drive	Pre-planning fire inspection @Leisure Mar Condo	10:00:00 AM	12:30:00 PM	7
29-Dec-14	Station 12	MVA extrication vs pedestrian pinned under vehicle, air bags & chocking simulations	6:00:00 PM	10:00:00 PM	12

Date	Public Service	Event Description	Start Time	End Time	No. of F
3-Dec-14	Station & A1A	Christmas by the Sea set up & take down	4:00:00 PM	10:00:00 PM	17
6-Dec-14	Station 12	Filming Sparky w/photographer	10:30:00 AM	11:30:00 AM	3
3-Dec-14		Marie White "Christmas by the Sea"	9:00:00 AM	1:00:00 PM	9
1-Dec-14	Commercial Pavilion	Special detail - Hanukah celebration on beach	5:00:00 PM	9:00:00 PM	4
4-Dec-14	various	Santa's gift giving	5:00:00 PM	7:00:00 PM	4
8-Dec-14		Womens Club Luncheon - Santa visit	12:30:00 PM	1:00:00 PM	6

Date Ocean Rescue Patrol		Event Description	Start Time	End Time	No. of F	
07-Dec-14	Beach	ocean rescue patrol	10:30:00 AM	4:30:00 PM	2	
14-Dec-14	Beach	ocean rescue patrol	12:30:00 PM	3:30:00 PM	2	
21-Dec-14	Beach	ocean rescue patrol	10:30:00 AM	3:30:00 PM	2	
27-Dec-14	Beach	ocean rescue patrol	11:30:00 AM	4:00:00 PM	2	
27-Dec-14	Beach	ocean rescue patrol	12:00:00 PM	4:00:00 PM	2	
28-Dec-14	Beach	ocean rescue patrol	11:00:00 AM	5:00:00 PM	1	
28-Dec-14	Beach	ocean rescue patrol	12:00:00 PM	5:00:00 PM	1	
29-Dec-14	Beach	ocean rescue patrol	11:00:00 AM	3:00:00 PM	2	
30-Dec-14	Beach	ocean rescue patrol	10:00:00 AM	2:30:00 PM	2	

^{*}Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

Lauderdale By-The-Sea Volunteer Fire Department Training Report - December 2014

Hours
395
0
207
602

Unit Response Time 3-Month Average

December

Apparatus	Engine 12	Engine 212	Squirt 12	Deputy12	Batt. Chief12
Call Count	51	5	10	0	53
Response Time	0:05:22	0:05:30	0:02:42	0:00:00	0:03:38

Average response time for first engine out:

4:09

November

Apparatus	Engine 12	Engine 212	Squirt 12	Deputy 12	Batt. Chief12
Call Count	40	4	16	0	42
Response Time	0:04:51	0:01:30	0:05:02	0:00:00	0:03:09

* correction

Average response time for first engine out :

4:40

October

Apparatus	Engine 12	Engine 212	Squirt 12	Deputy 12	Batt Chief12
Call Count	31	6	0	0	36
Response Time	0:04:36	0:02:33	0:00:00	0:00:00	0:03:27

Average response time for first engine out :

4:16

Item No. ____



Agenda Item Memorandum

AMR			Chief Brooke Lidd
Department			Department Director
COMMISSION M	EETING DATE - 7:0	0 PM	Deadline to Town Clerk
☐ January 27, 201	5 Regular Meeting 7:00 PM	A	
	*Sub	ject to Change	
Presentation	Reports	Consent	Ordinance
Resolution	Ouasi-Judicial	Old Busines	ss New Business

SUBJECT TITLE: AMR EMS REPORT

EXPLANATION: RESPONSE TIMES DECEMBER 2014

Date	LOCATION	DISPATCHED	ENROUTE	ON.SCENE	RESPONSE TIME
12/1/2014	4900 Blk N Ocean Dr	08:15:44	08:16:24	08:17:22	00:01:38
12/1/2014	1700 Blk S Ocean Blvd	17:31:06	17:31:58	17:35:00	00:03:54
12/1/2014	4600 Blk Poinciana St	18:29:10	18:29:53	18:32:27	00:03:17
12/1/2014	200 Blk Commercial Blvd	19:04:08	19:04:49	19:07:14	00:03:06
12/2/2014	3200 Blk Seaward Dr	17:49:59	17:51:06	17:53:38	00:03:39
12/2/2014	1800 Blk S Ocean Blvd	18:05:30	18:05:30	18:06:47	00:01:17
12/2/2014	5200 Blk N Ocean Dr	18:37:10	18:37:40		Cancelled
12/3/2014	4500 Blk Bougainvilla Dr	15:07:41	15:07:41	15:07:44	00:00:03
12/4/2014	4400 Blk E Trade winds Ave	00:47:02	00:48:19	00:53:18	00:06:16
12/4/2014	100 Blk Commercial Blvd	14:16:32	14:17:09	14:19:12	00:02:40
12/4/2014	4900 Blk N Ocean Dr	14:47:20	14:48:02	14:49:42	00:02:22
12/4/2014	1800 Blk S Ocean Blvd	21:27:28	21:27:44		Cancelled
12/5/2014	4300 Blk N Ocean Dr	07:16:09	07:16:42	07:19:36	00:03:27
12/5/2014	N Ocean Dr/Commercial Blvd	10:30:16	10:30:16	10:30:59	00:00:43
12/5/2014	4500 Blk Bougainvilla Dr	13:54:42	13:56:00	13:56:00	00:01:18
12/5/2014	4600 Blk N Ocean Dr	17:59:36	18:01:28	18:03:41	00:04:05
12/5/2014	4900 Blk N Ocean Dr	18:28:43	18:28:45	18:33:31	00:04:48
12/6/2014	5200 Blk N Ocean Dr	03:24:40	03:25:51	03:30:25	00:05:45
12/6/2014	200 Blk Commercial Blvd	11:42:22	11:43:11	11:45:49	00:03:27
12/6/2014	1600 Blk S Ocean Blvd	11:58:14	11:58:44	12:01:03	00:02:49
12/6/2014	4500 N Ocean Dr	16:12:47	16:13:09	16:14:00	00:01:13
12/6/2014	100 Blk Commercial Blvd	16:47:46	16:48:39	16:50:57	00:03:11
12/6/2014	200 Blk Algiers Ave	18:29:58	18:31:00	18:34:35	00:04:37
12/7/2014	4200 Blk El Mar Dr	07:47:01	07:48:05	07:50:08	00:03:07
12/7/2014	1400 Blk S Ocean Blvd	08:27:10	08:27:10	08:33:00	00:05:50
12/7/2014	1900 Blk S Ocean Blvd	10:07:19	10:08:09	10:10:45	00:03:26
12/7/2014	1800 Blk S Ocean Blvd	19:13:55	19:16:12	19:17:31	00:03:36
12/9/2014	100 Blk Commercial Blvd	13:02:02	13:02:39	13:04:59	00:02:57
12/9/2014	1800 Blk S Ocean Blvd	13:54:28	13:55:15	13:58:15	00:03:47

12/9/2014	4500 Blk Bougainvilla Dr	16:47:18	16:47:59	16:49:53	00:02:35
12/9/2014	4600 Blk Bougainvilla Dr	18:42:13	18:43:04		Cancelled
12/10/2014	1700 Blk S Ocean Blvd	02:05:08	02:06:17	02:09:58	00:04:50
12/10/2014	2000 Blk Blue Water Terr	07:32:21			Cancelled
12/10/2014	4400 Blk Seagrape Dr	14:47:20	14:48:01	14:51:18	00:03:58
12/10/2014	4900 Blk N Ocean Dr	23:44:03	23:44:48	23:48:15	00:04:12
12/11/2014	1500 Blk S Ocean Blvd	21:19:17	21:19:55	21:24:57	00:05:40
12/11/2014	100 Blk Commercial Blvd	21:49:40	21:50:04	21:53:43	00:04:03
12/11/2014	4100 Blk El Mar Dr	22:26:07	22:27:19		Cancelled
12/12/2014	4500 Blk Bougainvilla Dr	06:17:49	06:19:09	06:19:53	00:02:04
12/12/2014	4600 Blk N Ocean Dr	08:04:45	08:05:32	08:07:12	00:02:27
12/12/2014	4300 Blk N Ocean Dr	13:30:20	13:31:20	13:33:08	00:02:48
12/12/2014	100 Blk Commercial Blvd	19:55:07	19:55:53	19:58:20	00:03:13
12/12/2014	4400 Blk W Trade Winds Ave	20:36:43	20:37:28	20:40:07	00:03:24
12/12/2014	4600 Blk N Ocean Dr	21:51:07	21:51:11	21:53:50	00:02:43
12/12/2014	4500 Blk Bougainvilla Dr	21:50:31			Cancelled
12/13/2014	4300 Blk N Ocean Dr	16:24:33	16:25:13	16:30:30	00:05:57
12/13/2014	4300 Blk N Ocean Dr	17:52:58	01:44:00	17:57:05	00:04:07
12/13/2014	4900 Blk N Ocean Dr	18:55:15	18:55:58	18:57:41	00:02:26
12/14/2014	Seagrape Dr/Commercial Blvd	02:17:51	02:18:49	02:21:54	00:04:03
12/14/2014	2000 Blk Waters Edge Dr	05:29:42	05:30:51	05:35:08	00:05:26
12/14/2014	3200 Blk Seaward Dr	09:37:56	09:38:57	09:43:28	00:05:32
12/14/2014	4600 Blk N Ocean Dr	15:00:56	15:01:43	15:03:00	00:02:04
12/14/2014	3200 Blk Seaward Dr	16:15:05	16:15:49	16:20:31	00:05:26
12/14/2014	5400 Blk N Ocean Dr	18:21:53	18:22:36	18:25:32	00:03:39
12/15/2014	4100 Blk El Mar Dr	00:08:47	00:09:34	00:14:07	00:05:20
12/15/2014	1400 Blk S Ocean Blvd	15:31:48	15:32:28	15:36:25	00:04:37
12/15/2014	4500 Blk Bougainvilla Dr	19:32:24	19:33:18	19:34:28	00:02:04
12/17/2014	4300 Blk N Ocean Dr	09:37:42	09:38:26	09:40:38	00:02:56
12/18/2014	4200 Blk El Mar Dr	08:21:44	08:22:23	08:24:44	00:03:00

12/18/2014	1400 Blk S Ocean Blvd	22:44:00	22:45:55	22:49:46	00:05:46
12/19/2014	4200 Blk El Mar Dr	19:02:49	19:04:03	19:06:45	00:03:56
12/19/2014	4500 Blk N Ocean Dr	22:48:19	22:49:29	22:49:31	00:01:12
12/20/2014	1400 Blk S Ocean Blvd	01:37:34	01:38:49	01:42:04	00:04:30
12/20/2014	4900 Blk N Ocean Dr	10:19:07	10:19:52	10:22:26	00:03:19
12/20/2014	4500 Blk Bougainvilla Dr	11:23:14	11:24:00	11:24:00	00:00:46
12/20/2014	200 Blk Commercial Blvd	14:17:16	14:18:49	14:18:55	00:01:39
12/20/2014	4100 Blk N Ocean Dr	21:52:40	21:53:47	21:57:21	00:04:41
12/21/2014	4600 Blk N Ocean Dr	03:03:54	03:04:48		Cancelled
12/21/2014	4600 Blk Poinciana St	11:16:05	11:16:53	11:19:25	00:03:20
12/21/2014	4600 Blk Poinciana St	17:34:56	17:35:54	17:39:12	00:04:16
12/21/2014	6000 Blk N Ocean Dr	21:01:36	21:02:34	21:05:56	00:04:20
12/21/2014	4200 Blk N Ocean Dr	22:36:20	22:37:28	22:37:00	00:00:40
12/22/2014	4600 Blk El Mar Dr	17:23:11	17:24:35	17:26:47	00:03:36
12/23/2014	4300 Blk Seagrape Dr	08:22:22	08:23:06	08:23:33	00:01:11
12/23/2014	200 Blk Pine Ave	21:48:40	21:49:41	21:53:13	00:04:33
12/24/2014	4300 Blk Seagrape Dr	04:04:23	04:05:17	04:09:02	00:04:39
12/24/2014	200 Blk Tropic Dr	09:19:27	09:21:06	09:25:06	00:05:39
12/24/2014	1500 Blk S Ocean Blvd	09:55:28	09:58:04	10:01:23	00:05:55
12/24/2014	4600 Blk N Ocean Dr	15:52:47	15:53:37	15:55:48	00:03:01
12/24/2014	5500 Blk N Ocean Dr	20:47:42	20:49:04	20:52:44	00:05:02
12/25/2014	200 Blk Lombardy Ave	05:36:45	05:37:50	05:41:24	00:04:39
12/25/2014	4500 Blk Bougainvilla Dr	22:31:05	22:31:06	22:31:40	00:00:35
12/26/2014	3200 Blk Fiesta Way	08:52:26	08:53:07	08:57:23	00:04:57
12/26/2014	200 Blk Capri Ave	11:25:03	11:25:47	11:29:00	00:03:57
12/26/2014	4300 Blk Bougainvilla Dr	11:40:29	11:41:45	11:44:35	00:04:06
12/26/2014	100 Blk Commercial Blvd	11:51:28	11:52:15	11:52:52	00:01:24
12/26/2014	200 Blk Commercial Blvd	13:04:23			Cancelled
12/26/2014	4400 Blk W Trade Winds Ave	22:09:31	22:10:21	22:14:25	00:04:54
12/27/2014	N Ocean Dr/Commercial Blvd	19:05:25	19:06:14	19:08:11	00:02:46

12/28/2014	5400 Blk N Ocean Dr	01:25:21	01:26:39	01:30:22	00:05:01
12/28/2014	1600 Blk W Terra Mar Dr	02:01:15	02:02:27	02:07:22	00:06:07
12/28/2014	4500 Blk El Mar Dr	15:02:16	15:02:57	15:04:43	00:02:27
12/29/2014	3200 Blk Fiesta Way	08:48:32	08:49:09	08:53:57	00:05:25
12/29/2014	1400 Blk S Ocean Blvd	10:52:30	10:53:07	10:57:00	00:04:30
12/29/2014	Commercial Blvd/Seagrape Dr	20:08:51	20:09:52	20:13:16	00:04:25
12/30/2014	4600 Blk N Ocean Dr	08:02:23	08:03:13	08:03:57	00:01:34
12/30/2014	5400 Blk N Ocean Dr	08:16:39	08:17:28	08:20:40	00:04:01
12/30/2014	4500 Blk Bougainvilla Dr	10:51:59	10:52:37	10:54:42	00:02:43
12/30/2014	1400 Blk S Ocean Blvd	11:02:12	11:02:16	11:05:27	00:03:15
12/30/2014	Washingtonia Ave/N Ocean Dr	14:14:11	14:15:06	14:17:26	00:03:15
12/30/2014	1800 Blk S Ocean Blvd	23:32:38	23:33:35	23:37:08	00:04:30
12/31/2014	1600 Blk S Ocean Blvd	03:15:16	03:16:29	03:20:55	00:05:39
12/31/2014	5100 Blk N Ocean Dr	08:24:10	08:24:10	08:26:22	00:02:12
12/31/2014	2000 Blk Windward Dr	12:50:03	12:50:31	12:54:25	00:04:22
12/31/2014	4500 Blk N Ocean Dr	17:05:15	17:05:57	17:09:13	00:03:58
12/31/2014	4400 Blk N Ocean Dr	20:11:27	20:11:33	20:12:55	00:01:28
12/31/2014	5100 Blk N Ocean Dr	20:51:49	20:51:54	20:54:09	00:02:20
12/31/2014	N Ocean Dr/El Prado	22:12:03	22:12:45	22:14:45	00:02:42

Ave 00:03:32 <6 min 98%

Item No. ____



Agenda Item Memorandum

Admi	inistratio	n		_	(<u>Conni</u>	<u>e Hoffmann</u>
De	epartment					Depar	tment Director
COMN	MISSION N	MEETI	NG DATE - 7:0	0 PM		Deadlin	e to Town Clerk
\boxtimes	January 27, 20	015 – Reg	gular Meeting 7:00 I	PM			
			*Sul	oject to (Change		
☐ Pre	esentation	\boxtimes	Reports		Consent		Ordinance
\square P_{\bullet}	solution		Quasi-Judicial		Old Business		New Business

SUBJECT TITLE: TOWN MANAGER REPORT

PELICAN HOPPER QUARTERLY RIDERSHIP FIGURES

Ridership continues to grow on the Hopper year over year, with a 15% increase in October and December and an astounding 24% increase in November. Ridership is now spreading throughout the week, rather than being more concentrated on the weekends.

October-14	15% increase				October-13	
	Total Riders:	3121			2704	
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		89	99	127	118	116
106	94	103	93	95	88	136
91	84	95	83	113	86	80
96	97	89	72	147	104	78
104	107	99	95	137		

November-14	24% increase				November-13	
	Total Riders:	3228			2599	
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					92	114
91	119	113	100	159	113	96
101	101	97	129	119	97	99
127	124	127	125	72	90	96
116	136	125	Holiday	134	92	124

Page 2

December-14	15% increase Total Riders:	3533			December-13	
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
96	87	142	119	119	74	126
127	116	155	132	137	86	95
114	97	109	120	164	76	122
133	106	89	Holiday	150	104	155
135	130	118				

Reviewed by Town Attorney

Yes No

Item No. ____



Agenda Item Memorandum

Finance		Tony Bryan
Department		Department Director
	Regular Meeting 7:00 PM *Subject to Change	
☐ Presentation ☐ Reports ☐ Resolution ☐ Quasi-Ju	<u>=</u>	☐ Ordinance ☐ New Business
FY2014 – PART OF THE S	_	

SUBJECT TITLE: November 2014 Finance Report

EXHIBITS:

- 1. Memo dated December 16, 2014 from Finance Director
- November Revenue Expenditure Report
 November Budget to Actual Report



LAUDERDALE-BY-THE-SEA

4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610 Telephone: (954) 640-4200 / Fax (954) 640-4236

Date: December 16, 2014

To: Town Commission

Via: Constance Hoffmann, Town Manager

From: Tony Bryan, Finance Director

Subject: November Finance Report

Attached please find the November 2014 financial report. At the end of November we were 17% through the fiscal year.

Following is a summary of the operating results through November.

	Annual	YTD Reve	<u>nues</u>	YTD Expen	<u>ditures</u>	Net
Fund	Budget	Amount	% of Budget	Amount	% of Budget	Amount
General Fund	12,393,499	1,489,818	12.02%	1,642,029	13.25%	-152,210
Police Fund	161,500	21	0.01%	155,467	96.26%	-155,446
Sewer Fund	1,181,300	84,151	7.12%	71,254	6.03%	12,897
Fire Fund	999,918	162,667	16.27%	137,243	13.73%	25,425
Capital Fund	2,232,227	101	0.00%	218,018	9.77%	-217,917
Parking Fund	1,362,500	279,681	20.53%	64,145	4.71%	215,536
Grand Total	18,330,944	2,016,440	11.00%	2,288,156	12.48%	-271,716

Notable items this month:

General Fund Revenues

- On November 21 we received the first property tax distribution of the new fiscal year in the amount of \$1,071,175, which is consistent with our expectations.
- Building permit revenues for the month were 51% higher than we anticipated. The Sea Ranch Club C paid a \$39,372 permit fee in November for \$1.8 million in renovations to their building. On a year to date basis, building permit revenues are 35% higher than anticipated.
- Donations from businesses for Christmas lighting pushed Donation revenues far in excess of budget for the entire year.

General Fund Expenditures

• The Town Attorney's bill normally appears on the financial report in the month after the work is performed (e.g., the October bill is paid in November and appears on the



LAUDERDALE-BY-THE-SEA

4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610 Telephone: (954) 640-4200 / Fax (954) 640-4236

November Finance Report). The October bill which totaled, \$48,199, included \$19,482 of costs associated with defending the Town's interests in various lawsuits. The total amount billed was approximately 70% more than the budget for the month (assuming uniform monthly billings).

Police Fund

• We made our final scheduled payment to Safeware for the license plate reader camera system in November (\$104,797).

Sewer Fund

- Sewer revenues for the month were 8% less than anticipated. We did verify that the rate hike was implemented correctly. We will continue to monitor the situation over the next several months.
- The November sewer bill from Pompano was inadvertently coded to December and will appear on the December Finance Report. The amount of the bill was \$50,927 which is in line with expectations.

Fire Fund

• The first fire assessment fee distribution of the new fiscal year was received in late November in the amount of \$157,214. This is consistent with our expectations.

Parking Fund

• For the first two months of the year, parking meter revenues are in line with expectations.

Capital Fund

During November there weren't any significant expenditures from the Capital Fund.

Please let me know if you have any questions or would like additional information.

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance 380.200 Appropriated Fund Balance	1,495,769.00	1,495,769.00	0.00	0.00	0.00	1,495,769.00	0.0
380.206 Appropriated FB - Vehicle Res	60,014.00	60,014.00	0.00	0.00	0.00	60,014.00	0.0
Appropriated Fund Balance	1,555,783.00	1,555,783.00	0.00	0.00	0.00	1,555,783.00	0.0
Dept: 301.000 Ad Valorem Property Taxes 311.100 Ad Valorem Property Taxes	6,980,417.00	6,980,417.00	1,071,175.49	1,071,175.49	0.00	5,909,241.51	15.3
511.100 Au valorem Floperty Taxes	0,300,417.00	0,900,417.00	1,071,175.49	1,071,175.49	0.00	3,303,241.31	15.5
Ad Valorem Property Taxes	6,980,417.00	6,980,417.00	1,071,175.49	1,071,175.49	0.00	5,909,241.51	15.3
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	780,000.00	780,000.00	73,824.27	73,824.27	0.00	706,175.73	9.5
311.440 Gas Utility Tax	14,000.00	14,000.00	834.49	834.49	0.00	13,165.51	6.0
314.300 Water Utility Tax	140,000.00	140,000.00	16,430.10	11,525.31	0.00	123,569.90	11.7
Utility Taxes	934,000.00	934,000.00	91,088.86	86,184.07	0.00	842,911.14	9.8
Dept: 301.600 Franchise Taxes	,,,,,,,,	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,		- ,-	
313.100 FI Power & Light Franchise	570,000.00	570,000.00	0.00	0.00	0.00	570,000.00	0.0
313.300 Waste Franchise Collection	67,000.00	67,000.00	0.00	0.00	0.00	67,000.00	0.0
313.301 Waste Franchise Adm-Fee	24,000.00	24,000.00	0.00	0.00	0.00	24,000.00	0.0
313.400 Gas Franchise	27,000.00	27,000.00	734.22	734.22	0.00	26,265.78	2.7
313.600 Towing Franchise Fees	1,100.00	1,100.00	70.00	70.00	0.00	1,030.00	6.4
Franchise Taxes	689,100.00	689,100.00	804.22	804.22	0.00	688,295.78	0.1
Dept: 302.000 Licenses & Permits	,	, , , , , , , ,				,	
321.100 Business License Taxes	62,000.00	62,000.00	13,596.23	4,516.26	0.00	48,403.77	21.9
321.110 Sidewalk Cafe ROW	33,000.00	33,000.00	350.00	175.00	0.00	32,650.00	1.1
322.100 Building Permits	675,000.00	675,000.00	151,663.79	84,789.50	0.00	523,336.21	22.5
322.105 Fire Review Fees	9,000.00	9,000.00	1,520.00	720.00	0.00	7,480.00	16.9
322.250 Zoning Permit & Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
322.400 Sign Permits	4,000.00	4,000.00	480.00	340.00	0.00	3,520.00	12.0
Licenses & Permits	785,000.00	785,000.00	167,610.02	90,540.76	0.00	617,389.98	21.4
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	137,911.00	137,911.00	21,450.54	10,725.27	0.00	116,460.46	15.6
311.150 Alcoholic Beverage License	8,000.00	8,000.00	97.89	97.89	0.00	7,902.11	1.2
311.180 Sales Tax	393,931.00	393,931.00	30,048.05	30,048.05	0.00	363,882.95	7.6
312.405 Local Op Gas Tax 1 - 6 cent	62,702.00	62,702.00	5,114.88	5,114.88	0.00	57,587.12	8.2
312.410 Local Op Gas Tax 1 - 5 cent	45,180.00	45,180.00	3,611.59	3,611.59	0.00	41,568.41	8.0 7.6
315.100 Communication Service Tax 334.910 BCC-Senior Center Grant	362,405.00 16,462.00	362,405.00 16,462.00	27,622.18 0.00	27,622.18 0.00	0.00 0.00	334,782.82 16,462.00	0.0
334.914 BCC-Transporation Grant	51,350.00	51,350.00	0.00	0.00	0.00	51,350.00	0.0
334.915 FDOT-Reimbursable Grant	13,258.00	13,258.00	0.00	0.00	0.00	13,258.00	0.0
343.400 Recycling Revenue	28,000.00	28,000.00	2,381.47	2,381.47	0.00	25,618.53	8.5
Intergovernmental Revenues	1,119,199.00	1,119,199.00	90,326.60	79,601.33	0.00	1,028,872.40	8.1
Dept: 304.000 Charges for Services 343.902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
347.500 Tennis - Shuffle Key	8,600.00	8,600.00	3,562.42	614.20	0.00	5,037.58	41.4
	0,000.00	0,000.00	0,502.42	014.20	0.00	0,007.00	
Charges for Services	10,600.00	10,600.00	3,562.42	614.20	0.00	7,037.58	33.6
Dept: 305.000 Fines & Forfeitures	3F 000 00	35 000 00	2 455 02	2 455 02	0.00	24 044 47	0.0
354.150 Fines,TrafficViolation,Citatio 354.160 Code Enforcement Fines	35,000.00 90,000.00	35,000.00 90,000.00	3,155.83 23,510.00	3,155.83 450.00	0.00 0.00	31,844.17 66,490.00	9.0 26.1
359.100 Code Emorcement Fines 359.100 Other Fines & Alarms	11,000.00	11,000.00	4.00	0.00	0.00	10,996.00	0.0
- Control of the standards	11,000.00	11,000.00	4.00	0.00	0.00	10,330.00	0.0
Fines & Forfeitures	136,000.00	136,000.00	26,669.83	3,605.83	0.00	109,330.17	19.6
Dept: 306.000 Miscellaneous Revenues	00 000 00	00 000 00	4 450 05	4 400 4=	0.00	40.040.0=	5 0
361.100 Interest Earnings	20,000.00	20,000.00	1,153.05	1,132.47	0.00	18,846.95	5.8
361.105 Interest - Emergency Reserve	2,000.00 55,000.00	2,000.00 55,000.00	19.59 9,957.90	9.61 4,978.95	0.00 0.00	1,980.41 45,042.10	1.0 18.1
362.000 Rent/Lease Royalties 366.100 Donations	8,000.00	8,000.00	9,957.90 18,946.00	4,978.95 9,296.00	0.00	-10,946.00	236.8
JUU. 100 DUITALIUTIS	0,000.00	0,000.00	10,940.00	5,230.00	0.00	-10,940.00	250.0

Town of Lauderdale by the Sea

1/14/2015 11:08 am

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund	· ·						
Revenues							
Dept: 306.000 Miscellaneous Revenues			0.040.04	0.054.00			
369.100 Miscellaneous Revenues	60,000.00	60,000.00	6,216.24	3,654.20	0.00	53,783.76	10.4
369.200 Miscellaneous Applications 369.201 Miscellaneous MerchandiseSales	7,000.00 1,800.00	7,000.00	1,600.00 123.00	100.00 18.00	0.00	5,400.00	22.9
369.250 Recreational Activities Fee		1,800.00	65.00	30.00	0.00 0.00	1,677.00	6.8
369.500 Miscellaneous Lobbyist	1,500.00 600.00	1,500.00 600.00	0.00	0.00	0.00	1,435.00 600.00	4.3 0.0
369.901 Insurance Reimbursement	7,500.00	7,500.00	500.00	500.00	0.00	7,000.00	6.7
505.501 Insurance remindusement	7,300.00	7,500.00	300.00	300.00	0.00	7,000.00	
Miscellaneous Revenues	163,400.00	163,400.00	38,580.78	19,719.23	0.00	124,819.22	23.6
Dept: 581.100 Interfund Transfers 380.115 Transfer from Fire - OH Costs	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
	•	•					
Interfund Transfers	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Revenues	12,393,499.00	12,393,499.00	1,489,818.22	1,352,245.13	0.00	10,903,680.78	12.0
Expenditures							
Dept: 511.000 Commission							46.5
500.110 Commission Salaries	59,091.00	59,091.00	8,226.16	4,134.73	0.00	50,864.84	13.9
500.210 Employer FICA Taxes	4,520.00	4,520.00	541.50	270.10	0.00	3,978.50	12.0
500.220 Retirement	21,320.00	21,320.00	2,892.38	2,892.38	0.00	18,427.62	13.6
500.230 Group Insurance	15,432.00	15,432.00	2,657.01	1,648.55	0.00	12,774.99	17.2
500.345 Contractual Services 500.510 Office Supplies	4,000.00 600.00	4,000.00 600.00	435.00 0.00	285.00 0.00	0.00	3,565.00 600.00	10.9
500.540 Dues & Subscriptions	2,000.00	2,000.00	1,538.00	0.00	0.00 0.00	462.00	0.0 76.9
500.545 Training	3,000.00	3,000.00	175.00	175.00	0.00	2,825.00	5.8
500.550 Operating Expenses	3,900.00	3,900.00	74.40	0.00	0.00	3,825.60	1.9
500.640 Capital Outlay - Equipt & Mach	2,000.00	2,000.00	0.00	0.00	3,835.00	-1,835.00	191.8
	2,000.00	2,000.00				1,000.00	
Commission	115,863.00	115,863.00	16,539.45	9,405.76	3,835.00	95,488.55	17.6
Dept: 511.100 Donation-Non Profits 500.820 Donations-Aids to Private Org	20,520.00	20,520.00	3,500.00	0.00	0.00	17,020.00	17.1
Journal Deliations-Aids to Frivate Org	20,320.00	20,320.00	3,300.00	0.00	0.00	17,020.00	17.1
Donation-Non Profits	20,520.00	20,520.00	3,500.00	0.00	0.00	17,020.00	17.1
Dept: 511.200 Chamber/Facility	10 249 00	10 249 00	1 106 90	1 106 90	0.00	0.151.00	11.6
500.120 Regular Salaries	10,348.00 792.00	10,348.00	1,196.80	1,196.80 91.56	0.00 0.00	9,151.20	11.6
500.210 Employer FICA Taxes 500.220 Retirement	792.00	792.00 730.00	91.56 94.67	91.56 94.67	0.00	700.44 635.33	11.6 13.0
500.230 Group Insurance	3,150.00	3,150.00	494.90	293.95	0.00	2,655.10	15.7
500.340 Sewer/Wastewater	2,000.00	2,000.00	233.54	111.26	0.00	1,766.46	11.7
500.345 Contractual Services	26,340.00	26,340.00	0.00	0.00	0.00	26,340.00	0.0
500.430 Electric Service	2,200.00	2,200.00	266.16	266.16	0.00	1,933.84	12.1
500.431 Water Service	2,500.00	2,500.00	226.95	109.39	0.00	2,273.05	9.1
500.520 Bldg. Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Chamber/Facility	51,060.00	51,060.00	2,604.58	2,163.79	0.00	48,455.42	5.1
Dept: 513.000 Administration	- 1,000.00	,	-,	_,	0.00	,	
500.120 Regular Salaries	599,805.00	599,805.00	79,847.26	38,984.38	0.00	519,957.74	13.3
500.140 Overtime Salaries	1,500.00	1,500.00	719.73	397.36	0.00	780.27	48.0
500.210 Employer FICA Taxes	42,544.00	42,544.00	3,594.28	1,154.65	0.00	38,949.72	8.4
500.220 Retirement	92,040.00	92,040.00	9,191.53	8,956.72	0.00	82,848.47	10.0
500.230 Group Insurance	82,676.00	82,676.00	16,784.41	7,061.25	0.00	65,891.59	20.3
500.315 Professional Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.320 Audit Expense	32,000.00	32,000.00	0.00	0.00	0.00	32,000.00	0.0
500.344 HR Expenses	1,800.00	1,800.00	265.00	50.00	0.00	1,535.00	14.7
500.345 Contractual Services	24,500.00	24,500.00	1,951.91	882.26	0.00	22,548.09	8.0
500.463 Service Maintenance Contracts	14,000.00	14,000.00	7,062.46	2,893.98	0.00	6,937.54	50.4
500.506 Printing & Binding	4,500.00	4,500.00	75.00	75.00	0.00	4,425.00	1.7
500.508 Postage	4,500.00	4,500.00	1,162.67	309.96	0.00	3,337.33	25.8
500.510 Office Supplies	5,000.00	5,000.00	459.60	80.00	0.00	4,540.40	9.2
500.540 Dues & Subscriptions	2,010.00	2,010.00	565.00	150.00	0.00	1,445.00	28.1
500.545 Training	5,000.00	5,000.00	427.25	208.75	0.00	4,572.75	8.5

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Buo
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration	7,000,00	7 000 00	1 011 05	1 002 00	0.00	E 000 0E	111
500.550 Operating Expenses 500.640 Capital Outlay - Equipt & Mach	7,000.00 3,000.00	7,000.00 3,000.00	1,011.95 0.00	1,002.99 0.00	0.00 0.00	5,988.05 3,000.00	14.5 0.0
500.640 Capital Outlay - Equipt & Macri	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Administration	931,875.00	931,875.00	123,118.05	62,207.30	0.00	808,756.95	13.2
Dept: 514.000 Town Attorney							
500.310 Legal Expense	255,000.00	255,000.00	28,517.62	28,517.62	0.00	226,482.38	11.2
500.314 Litigation	75,000.00	75,000.00	19,482.20	19,482.20	0.00	55,517.80	26.0
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	198.90	198.90	0.00	7,801.10	2.5
Town Attorney	338,000.00	338,000.00	48,198.72	48,198.72	0.00	289,801.28	14.3
Dept: 519.000 General							
500.120 Regular Salaries	120,529.00	120,529.00	16,040.37	2,613.90	0.00	104,488.63	13.3
500.210 Employer FICA Taxes	9,058.00	9,058.00	1,842.55	815.42	0.00	7,215.45	20.3
500.220 Retirement	15,726.00	15,726.00	2,529.49	2,292.78	0.00	13,196.51	16.1
500.230 Group Insurance	8,692.00	8,692.00	1,748.48	815.16	0.00	6,943.52	20.1
500.250 Unemployment Compensation	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.311 Advertisements	8,000.00	8,000.00	1,340.70	152.40	0.00	6,659.30	16.8
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.315 Professional Services	75,000.00	75,000.00	8,480.00	5,380.00	0.00	66,520.00	11.3
500.345 Contractual Services	6,000.00	6,000.00	5,810.62	5,160.62	0.00	189.38	96.8
500.349 BusTransporation Contract	51,350.00	51,350.00	21,862.73	11,188.43	0.00	29,487.27	42.6
500.451 Auto, Property & Liability Ins	203,000.00	203,000.00	74,549.59	8,282.74	0.00	128,450.41	36.7
500.452 Workers Compensation Insur	35,000.00	35,000.00	8,745.01	0.00	0.00	26,254.99	25.0
500.463 Service Maintenance Contracts	13,500.00	13,500.00	5,462.13	700.00	0.00	8,037.87	40.
500.497 Contingency	207,453.00	161,803.00	0.00	0.00	0.00	161,803.00	0.0
500.506 Printing & Binding	13,000.00	13,000.00	1,692.00	0.00	0.00	11,308.00	13.0
500.508 Postage	3,000.00	3,000.00	500.00	0.00	0.00	2,500.00	16.
500.511 Computer Expense	40,000.00	40,000.00	6,726.61	3,694.17	0.00	33,273.39	16.8
500.540 Dues & Subscriptions	2,200.00	2,200.00	984.31	984.31	0.00	1,215.69	44.7
500.550 Operating Expenses	5,300.00	5,300.00	837.50	636.20	0.00	4,462.50	15.8
500.552 Recycling and Solid Waste Exp	20,000.00	20,000.00	2,900.75	2,900.75	0.00	17,099.25	14.5
500.556 Bus Grant Matching Funds	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00 1,591.72	0.0
500.640 Capital Outlay - Equipt & Mach	10,000.00	10,000.00	8,408.28	3,058.29	0.00	1,591.72	84.1
General	941,808.00	896,158.00	170,461.12	48,675.17	0.00	725,696.88	19.0
Dept: 519.100 Business Dev & Marketing	04.000.00	04.000.00	4 500 00	000.00	0.00	50 404 00	7.
500.311 Advertisements	64,000.00	64,000.00	4,599.00	600.00	0.00	59,401.00	7.2
500.315 Professional Services	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
500.345 Contractual Services	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
500.495 Special Events	23,000.00	23,000.00	0.00	0.00	0.00	23,000.00	0.0
500.506 Printing & Binding	6,000.00	6,000.00	169.00	0.00	0.00	5,831.00	2.8
500.508 Postage	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.540 Dues & Subscriptions	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	727.99	664.99	0.00	19,272.01	3.0
500.630 Cap Outlay Imp other than bldg	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
Business Dev & Marketing	190,000.00	190,000.00	5,495.99	1,264.99	0.00	184,504.01	2.9
Dept: 521.000 Police Department							
500.345 Contractual Services	3,851,095.00	3,851,095.00	641,603.32	320,924.58	0.00	3,209,491.68	16.
500.352 Contract Services	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.354 FDLE Crime Suppression	1,038.00	1,038.00	0.00	0.00	0.00	1,038.00	0.
500.460 Equipment Maintenance	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.520 Bldg. Maintenance	0.00	0.00	6,562.46	5,762.46	0.00	-6,562.46	0.0
500.624 Capital Outlay-Bldg. Improvemt	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.640 Capital Outlay - Equipt & Mach	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
Police Department	3,875,633.00	3,875,633.00	648,165.78	326,687.04	0.00	3,227,467.22	16.7
Dept: 523.000 Emergency Medical Services	2,2.2,223.00	-,,	,	/		-, ,	
500.345 Contractual Services	753,659.00	753,659.00	125,610.00	62,805.00	0.00	628,049.00	16.7
	1,000.00	1,000.00	563.50	470.00	0.00	436.50	56.4
500.624 Capital Outlay-Bldg. Improvemt	1,000.00	1,000.00	563.50	470.00	0.00	436.50	

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund Expenditures							
Emergency Medical Services	754,659.00	754,659.00	126,173.50	63,275.00	0.00	628,485.50	16.7
Dept: 524.000 Development Services	,	•	,	,		•	
500.120 Regular Salaries	208,152.00	208,152.00	30,768.33	19,967.16	0.00	177,383.67	14.8
500.121 Temporary Salaries/ Interns	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.140 Overtime Salaries	1,500.00	1,500.00	556.24	224.31	0.00	943.76	37.1
500.210 Employer FICA Taxes	15,968.00	15,968.00	1,670.04	876.21	0.00	14,297.96	10.5
500.220 Retirement	29,302.00	29,302.00	2,754.68	2,517.97	0.00	26,547.32	9.4
500.230 Group Insurance	32,388.00	32,388.00	5,857.31	3,458.92	0.00	26,530.69	18.1
500.315 Professional Services	97,000.00	97,000.00	1,125.00	900.00	0.00	95,875.00	1.2
500.345 Contractual Services	247,900.00	247,900.00	25,756.85	24,881.85	0.00	222,143.15	10.4
500.402 Building Permit Services	520,000.00	520,000.00	116,448.70	64,481.95	0.00	403,551.30	22.4
500.461 Vehicle Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.462 Fuel	1,300.00	1,300.00	229.31	129.26	0.00	1,070.69	17.6
500.463 Service Maintenance Contracts	7,000.00	7,000.00	325.70	160.70	0.00	6,674.30	4.7
500.506 Printing & Binding	1,500.00	1,500.00	-20.00	-20.00	0.00	1,520.00	-1.3
500.508 Postage	6,500.00 3,800.00	6,500.00 3,800.00	497.55 1,220.10	173.14 790.59	0.00 0.00	6,002.45 2,579.90	7.7 32.1
500.510 Office Supplies 500.525 Uniform Expense	240.00	3,600.00 240.00	0.00	0.00	0.00	2,579.90	0.0
500.540 Dues & Subscriptions	631.00	631.00	0.00	0.00	0.00	631.00	0.0
500.545 Training	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	0.0
500.550 Operating Expenses	8,100.00	8,100.00	46.76	40.77	0.00	8,053.24	0.6
500.644 Capital Outlay-Vehicles	20,000.00	20,000.00	0.00	0.00	19,943.00	57.00	99.7
- Capital Gallay-Verillocs	20,000.00	20,000.00	0.00	0.00	10,540.00		
Development Services	1,207,581.00	1,207,581.00	187,236.57	118,582.83	19,943.00	1,000,401.43	17.2
Dept: 541.100 Mun Srvcs - Public Works Div	000 000 00	000 000 00	00 007 40	40,000,00	0.00	505 000 04	40.0
500.120 Regular Salaries	689,866.00	689,866.00	93,897.19	46,038.90	0.00	595,968.81	13.6
500.140 Overtime Salaries	25,000.00	25,000.00	2,638.08	1,830.50	0.00	22,361.92	10.6
500.210 Employer FICA Taxes 500.220 Retirement	54,687.00 64,382.00	54,687.00 64,382.00	7,238.42	3,666.28	0.00 0.00	47,448.58 57,107,01	13.2 11.2
500.230 Group Insurance	139,363.00	139,363.00	7,184.99 19,943.67	6,954.30 11,704.74	0.00	57,197.01 119,419.33	14.3
500.315 Professional Services	5,000.00	5,000.00	1,900.00	1,900.00	0.00	3,100.00	38.0
500.340 Sewer/Wastewater	11,000.00	11,000.00	1,373.50	716.50	0.00	9,626.50	12.5
500.345 Contractual Services	84,204.00	84,204.00	10,848.70	4,836.10	6,610.50	66,744.80	20.7
500.410 Communications	14,000.00	14,000.00	1,692.52	747.80	0.00	12,307.48	12.1
500.430 Electric Service	47,000.00	47,000.00	6,943.85	6,871.45	0.00	40,056.15	14.8
500.431 Water Service	123,000.00	123,000.00	16,981.49	8,416.07	0.00	106,018.51	13.8
500.433 Electic Service-Streets	60,000.00	60,000.00	8,940.43	5,875.77	0.00	51,059.57	14.9
500.445 Equip Rent/Lease	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.460 Equipment Maintenance	34,488.00	34,488.00	703.25	323.17	0.00	33,784.75	2.0
500.461 Vehicle Maintenance	8,675.00	8,675.00	573.76	573.76	0.00	8,101.24	6.6
500.462 Fuel	25,000.00	25,000.00	3,042.85	1,266.10	0.00	21,957.15	12.2
500.463 Service Maintenance Contracts	9,600.00	9,600.00	162.50	0.00	0.00	9,437.50	1.7
500.470 Radio Maintenance	550.00	550.00	0.00	0.00	0.00	550.00	0.0
500.498 Storm Drain Rehab/Maint	90,000.00	90,000.00	4,821.25	0.00	0.00	85,178.75	5.4
500.508 Postage	315.00	315.00	93.91	93.43	0.00	221.09	29.8
500.510 Office Supplies	2,000.00	2,000.00	477.85	477.85	0.00	1,522.15	23.9
500.520 Bldg. Maintenance	50,000.00	50,000.00	5,704.76	3,078.50	0.00	44,295.24	11.4
500.525 Uniform Expense	5,500.00	5,500.00	693.28	293.28	0.00	4,806.72	12.6
500.529 Street Light Maintenance	13,258.00	13,258.00	4,886.64	3,686.64	0.00	8,371.36	36.9
500.530 Street Maint Repair Supply	25,000.00	25,000.00	840.31	0.00	0.00	24,159.69	3.4
500.531 Grounds Maint/Landscaping	45,000.00	45,000.00	6,927.77	2,881.64	0.00	38,072.23	15.4
500.532 Signs	10,000.00	10,000.00	416.78	0.00	0.00	9,583.22	4.2
500.534 Sidewalk Maint Repair	40,000.00	40,000.00	900.00	0.00	0.00	39,100.00	2.3
500.535 Flags	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.540 Dues & Subscriptions	725.00	725.00	0.00	0.00	0.00	725.00	0.0
500.545 Training	3,925.00	3,925.00	60.00	60.00	0.00	3,865.00	1.5
500.550 Operating Expenses	35,000.00	35,000.00	7,103.51	3,787.07	0.00	27,896.49	20.3
500.624 Capital Outlay-Bldg. Improvemt	0.00	28,150.00	28,150.00 0.00	0.00 0.00	0.00 0.00	0.00 14,960.00	100.0 0.0
500.630 Cap Outlay Imp other than bldg 500.640 Capital Outlay - Equipt & Mach	14,960.00 33,000.00	14,960.00 33,000.00	0.00	0.00	0.00	33,000.00	0.0
500.644 Capital Outlay-Vehicles	58,000.00	58,000.00	0.00	0.00	58,365.68	-365.68	100.6
000.077 Oapitai Oatiay-Voilloios	50,000.00	30,000.00	0.00	0.00	50,505.00	-505.00	100.0

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Mun Srvcs - Public Works Div	1,833,498.00	1,861,648.00	245,141.26	116,079.85	64,976.18	1,551,530.56	16.7
Dept: 572.000 Recreation							
500.342 Senior Rec. Ctr. Contract	64,000.00	64,000.00	10,666.66	5,333.33	0.00	53,333.34	16.7
500.343 Beach Maintenance Contract	180,000.00	180,000.00	27,118.46	13,559.23	0.00	152,881.54	15.1
500.345 Contractual Services	43,000.00	43,000.00	0.00	0.00	0.00	43,000.00	0.0
500.347 Programs	17,000.00	17,000.00	1,798.92	1,381.92	0.00	15,201.08	10.6
500.430 Electric Service	2,750.00	2,750.00	187.68	187.68	0.00	2,562.32	6.8
500.460 Equipment Maintenance	10,000.00	10,000.00	142.50	0.00	0.00	9,857.50	1.4
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	68,500.00	86,000.00	16,479.47	7,541.33	3,454.25	66,066.28	23.2
500.510 Office Supplies	525.00	525.00	0.00	0.00	0.00	525.00	0.0
500.520 Bldg. Maintenance	15,000.00	15,000.00	86.73	0.00	0.00	14,913.27	0.6
500.536 Sea Oats	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.550 Operating Expenses	25,000.00	25,000.00	2,563.15	0.00	5,410.87	17,025.98	31.9
500.640 Capital Outlay - Equipt & Mach	58,000.00	58,000.00	6,350.00	500.00	17,362.00	34,288.00	40.9
Recreation	502,775.00	520,275.00	65,393.57	28,503.49	26,227.12	428,654.31	17.6
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	1,630,227.00	1,630,227.00	0.00	0.00	0.00	1,630,227.00	0.0
Interfund Transfers	1,630,227.00	1,630,227.00	0.00	0.00	0.00	1,630,227.00	0.0
Expenditures	12,393,499.00	12,393,499.00	1,642,028.59	825,043.94	114,981.30	10,636,489.11	14.2
et Effect for General Fund 0.0 Change in Fund Balance:		0.00	-152,210.37 -152,210.37	527,201.19	114,981.30	267,191.67	0.0

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 000.000 Appropriated Fund Balance 380.201 Carry Forward-LETF	161,500.00	161,500.00	0.00	0.00	0.00	161,500.00	0.0
Appropriated Fund Balance	161,500.00	161,500.00	0.00	0.00	0.00	161,500.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.101 Interest (LETF)	0.00	0.00	9.47	9.47	0.00	-9.47	0.0
361.102 Interest (Training)	0.00	0.00	0.42	0.42	0.00	-0.42	0.0
369.100 Miscellaneous Revenues	0.00	0.00	11.37	11.37	0.00	-11.37	0.0
Miscellaneous Revenues	0.00	0.00	21.26	21.26	0.00	-21.26	0.0
Revenues	161,500.00	161,500.00	21.26	21.26	0.00	161,478.74	0.0
Expenditures							
Dept: 521.100 Police Dept. Confiscated							
500.410 Communications	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.640 Capital Outlay - Equipt & Mach	160,000.00	160,000.00	155,467.06	104,796.59	0.00	4,532.94	97.2
Police Dept. Confiscated	161,500.00	161,500.00	155,467.06	104,796.59	0.00	6,032.94	96.3
Expenditures	161,500.00	161,500.00	155,467.06	104,796.59	0.00	6,032.94	96.3
Net Effect for Special Revenue-Police Conf Change in Fund Balance:	0.00	0.00	-155,445.80 -155,445.80	-104,775.33	0.00	155,445.80	0.0

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer System-Maint, Renew, Repla							
Revenues							
Dept: 304.000 Charges for Services	4 400 000 00	4 400 000 00	04.070.40	04.070.40	0.00	4 005 007 00	7.4
343.500 Sewer Fees	1,180,000.00	1,180,000.00	84,072.12	84,072.12	0.00	1,095,927.88	7.1
Charges for Services	1,180,000.00	1,180,000.00	84,072.12	84,072.12	0.00	1,095,927.88	7.1
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,300.00	1,300.00	79.16	79.16	0.00	1,220.84	6.1
Miscellaneous Revenues	1,300.00	1,300.00	79.16	79.16	0.00	1,220.84	6.1
Revenues	1,181,300.00	1,181,300.00	84,151.28	84,151.28	0.00	1,097,148.72	7.1
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	77,164.00	77,164.00	11,574.08	11,574.08	0.00	65,589.92	15.0
500.210 Employer FICA Taxes	5,574.00	5,574.00	712.12	712.12	0.00	4,861.88	12.8
500.220 Retirement	11,842.00	11,842.00	1,412.84	1,412.84	0.00	10,429.16	11.9
500.230 Group Insurance	9,395.00	9,395.00	1,494.79	1,494.79	0.00	7,900.21	15.9
500.315 Professional Services	14,800.00	14,800.00	0.00	0.00	0.00	14,800.00	0.0
500.340 Sewer/Wastewater	625,000.00	625,000.00	52,017.96	0.00	0.00	572,982.04	8.3
500.345 Contractual Services	15,470.00	15,470.00	1,339.01	1,339.01	0.00	14,130.99	8.7
500.435 Utilities	20,000.00	20,000.00	2,703.48	2,674.69	0.00	17,296.52	13.5
500.451 Auto, Property & Liability Ins	6,465.00	6,465.00	0.00	0.00	0.00	6,465.00	0.0
500.452 Workers Compensation Insur	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0.0
500.459 Sewer Lateral Line Maintenance	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.465 Pump Station Maintenance	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.497 Contingency	68,340.00	68,340.00	0.00	0.00	0.00	68,340.00	0.0
500.630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
500.640 Capital Outlay - Equipt & Mach	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.999 Contribution to Fund Balance	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Sanitary Sewers	1,156,300.00	1,156,300.00	71,254.28	19,207.53	0.00	1,085,045.72	6.2
Dept: 570.000 pumps,sewer lines,rehab 509.630 Emergency Sewer Replace	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
pumps,sewer lines,rehab	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
Expenditures	1,181,300.00	1,181,300.00	71,254.28	19,207.53	0.00	1,110,045.72	6.0
Net Effect for Sewer System-Maint,Renew,Repla Change in Fund Balance:	0.00	0.00	12,897.00 12,897.00	64,943.75	0.00	-12,897.00	0.0

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation fromFireFd/Veh R	114,817.00	114,817.00	0.00	0.00	0.00	114,817.00	0.0
Appropriated Fund Balance	114,817.00	114,817.00	0.00	0.00	0.00	114,817.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	959,918.00	959,918.00	157,214.34	157,214.34	0.00	802,703.66	16.4
Fire Assessment	959,918.00	959,918.00	157,214.34	157,214.34	0.00	802,703.66	16.4
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	40,000.00	40,000.00	5,453.00	1,581.00	0.00	34,547.00	13.6
Charges for Services	40,000.00	40,000.00	5,453.00	1,581.00	0.00	34,547.00	13.6
Revenues	1,114,735.00	1,114,735.00	162,667.34	158,795.34	0.00	952,067.66	14.6
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	3,025.00	3,025.00	0.00	2,975.00	50.4
500.315 Professional Services	7,500.00	7,500.00	3,053.50	3,053.50	0.00	4,446.50	40.7
500.320 Audit Expense	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.345 Contractual Services	783,235.00	783,235.00	130,539.16	65,269.58	0.00	652,695.84	16.7
500.520 Bldg. Maintenance	0.00	0.00	625.00	0.00	0.00	-625.00	0.0
500.640 Capital Outlay - Equipt & Mach	288,000.00	288,000.00	0.00	0.00	0.00	288,000.00	0.0
500.912 Transfer to General Fund	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Fire Department	1,114,735.00	1,114,735.00	137,242.66	71,348.08	0.00	977,492.34	12.3
Expenditures	1,114,735.00	1,114,735.00	137,242.66	71,348.08	0.00	977,492.34	12.3
Net Effect for Fire Fund Change in Fund Balance:	0.00	0.00	25,424.68 25,424.68	87,447.26	0.00	-25,424.68	0.0

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance 380.200 Appropriated Fund Balance	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.0
Appropriated Fund Balance	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.0
Dept: 303.000 Intergovernmental Revenues 334.926 FDOT JPAs	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Intergovernmental Revenues	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 306.000 Miscellaneous Revenues 361.100 Interest Earnings	2,000.00	2,000.00	100.74	100.74	0.00	1,899.26	5.0
Miscellaneous Revenues	2,000.00	2,000.00	100.74	100.74	0.00	1,899.26	5.0
Dept: 581.100 Interfund Transfers 381.105 Transfer from General Fund	1 620 227 00	1 620 227 00	0.00	0.00	0.00	1 620 227 00	0.0
- Transfer from General Fund	1,630,227.00	1,630,227.00	0.00	0.00	0.00	1,630,227.00	0.0
Interfund Transfers	1,630,227.00	1,630,227.00	0.00	0.00	0.00	1,630,227.00	0.0
Revenues	2,232,227.00	2,232,227.00	100.74	100.74	0.00	2,232,126.26	0.0
Expenditures							
Dept: 519.000 General 500.120 Regular Salaries	59,150.00	59.150.00	8,275.96	5,476.14	0.00	50,874.04	14.0
500.210 Employer FICA Taxes	4,320.00	4,320.00	678.76	470.36	0.00	3,641.24	15.7
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500.220 Retirement	13,230.00	13,230.00	1,273.88	1,037.17	0.00	11,956.12	9.6
500.230 Group Insurance	1,527.00	1,527.00	141.57	141.57	0.00	1,385.43	9.3
500.315 Professional Services	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
500.410 Communications	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.550 Operating Expenses	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
General	96,227.00	96,227.00	10,370.17	7,125.24	0.00	85,856.83	10.8
Dept: 519.152 Neighborhood Improvements	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	0.0
500.624 Capital Outlay-Bldg. Improvemt 500.629 Capital Outlay - Design/Permit	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
	2,000.00	2,000.00		0.00	0.00		
Neighborhood Improvements	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Dept: 519.161 Town Hall /Public Safety 500.630 Cap Outlay Imp other than bldg	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Town Hall /Public Safety	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Dept: 559.010 Underground Utiliities 500.630 Cap Outlay Imp other than bldg	170,000.00	170,000.00	0.00	0.00	0.00	170,000.00	0.0
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Underground Utiliities Dept: 559.020 Drainage- Bel Air Repairs	170,000.00	170,000.00	0.00	0.00	0.00	170,000.00	0.0
500.629 Capital Outlay - Design/Permit	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.630 Cap Outlay Imp other than bldg	140,000.00	140,000.00	145,000.00	0.00	0.00	-5,000.00	103.6
Drainage- Bel Air Repairs	145,000.00	145,000.00	145,000.00	0.00	0.00	0.00	100.0
Dept: 559.022 Basin Drive Drainage							
500.629 Capital Outlay - Design/Permit	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
500.630 Cap Outlay Imp other than bldg	360,000.00	360,000.00	0.00	0.00	0.00	360,000.00	0.0
	407.000.00	407.000.00				40= 000 00	
Basin Drive Drainage	405,000.00	405,000.00	0.00	0.00	0.00	405,000.00	0.0
Dept: 572.101 Beach Bathrooms 500.630 Cap Outlay Imp other than bldg	252,000.00	252,000.00	0.00	0.00	0.00	252,000.00	0.0
Beach Bathrooms	252,000.00	252,000.00	0.00	0.00	0.00	252,000.00	0.0
Dept: 572.200 Beach Renourishment 500.630 Cap Outlay Imp other than bldg	110,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
Beach Renourishment	110,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
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For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
Dept: 576.124 Pine Avenue Drainage 500.629 Capital Outlay - Design/Permit	5,000.00	5,000.00	250.00	250.00	0.00	4,750.00	5.0
500.630 Cap Outlay Imp other than bldg	100,000.00	140,000.00	5,759.00	0.00	130,796.00	3,445.00	97.5
Pine Avenue Drainage	105,000.00	145,000.00	6,009.00	250.00	130,796.00	8,195.00	94.3
Dept: 576.131 Commercial A1A to Seagrape							
500.629 Capital Outlay - Design/Permit	79,000.00	79,000.00	5,665.00	5,665.00	0.00	73,335.00	7.2
500.630 Cap Outlay Imp other than bldg	700,000.00	700,000.00	50,973.80	-14,699.70	170,118.20	478,908.00	31.6
Commercial A1A to Seagrape	779,000.00	779,000.00	56,638.80	-9,034.70	170,118.20	552,243.00	29.1
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Friedt Park	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Expenditures	2,232,227.00	2,232,227.00	218,017.97	-1,659.46	300,914.20	1,713,294.83	23.2
Net Effect for Capital Project Fund Change in Fund Balance:	0.00	0.00	-217,917.23 -217,917.23	1,760.20	300,914.20	518,831.43	0.0

For the Period: 10/1/2014 to 11/30/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 304.000 Charges for Services 344.500 Parking Permits	65,000.00	65,000.00	15,318.35	3,963.00	0.00	49,681.65	23.6
344.520 Parking Agreements	45,000.00	45,000.00	41,975.00	0.00	0.00	3,025.00	93.3
344.552 Ocean Front Meters	230,000.00	230,000.00	57,247.72	27,468.44	0.00	172,752.28	24.9
344.553 Commmercial Blvd. Meters	35,000.00	35,000.00	8,345.73	3,523.11	0.00	26,654.27	23.8
344.554 Parking Meters - Beach	115,000.00	115,000.00	15,405.80	6,459.74	0.00	99,594.20	13.4
344.556 El Prado Parking Lot	310,000.00	310,000.00	42,659.03	18,260.35	0.00	267,340.97	13.8
344.558 Town Hall Parking Lot	15,000.00	15,000.00	807.20	497.81	0.00	14,192.80	5.4
344.559 El Mar Parking Lot	150,000.00	150,000.00	30,288.28	14,309.80	0.00	119.711.72	20.2
344.560 A1A Parking Lot	150,000.00	150,000.00	28,859.80	12,852.19	0.00	121,140.20	19.2
344.561 FDOT Right of Way	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
344.562 Minto Parking Lot	15,000.00	15,000.00	15,680.74	6,008.29	0.00	-680.74	104.5
344.563 Bougainvilla/ Poinciana	105,000.00	105,000.00	13,459.35	6,048.76	0.00	91,540.65	12.8
Charges for Services	1,236,500.00	1,236,500.00	270,047.00	99,391.49	0.00	966,453.00	21.8
Dept: 305.000 Fines & Forfeitures	,,	,,	.,.	,		,	
354.100 Parking Fines	125,000.00	125,000.00	9,542.48	7,652.48	0.00	115,457.52	7.6
Fines & Forfeitures	125,000.00	125,000.00	9,542.48	7,652.48	0.00	115,457.52	7.6
Dept: 306.000 Miscellaneous Revenues	1,000.00	1,000.00	91.30	91.30	0.00	908.70	9.1
361.100 Interest Earnings		•					
Miscellaneous Revenues	1,000.00	1,000.00	91.30	91.30	0.00	908.70	9.1
Revenues	1,362,500.00	1,362,500.00	279,680.78	107,135.27	0.00	1,082,819.22	20.5
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	42,835.00	42,835.00	6,556.88	6,556.88	0.00	36,278.12	15.3
500.210 Employer FICA Taxes	2,753.00	2,753.00	1,225.70	1,225.70	0.00	1,527.30	44.5
500.220 Retirement	8,916.00	8,916.00	1,282.00	1,282.00	0.00	7,634.00	14.4
500.230 Group Insurance	3,428.00	3,428.00	552.19	552.19	0.00	2,875.81	16.1
500.315 Professional Services	0.00	0.00	611.00	611.00	0.00	-611.00	0.0
500.345 Contractual Services	358,091.00	358,091.00	40,353.64	31,560.82	0.00	317,737.36	11.3
500.353 Parking Alternatives	50,000.00	50,000.00	470.00	470.00	0.00	49,530.00	0.9
500.410 Communications	7,792.00	7,792.00	641.88	78.60	0.00	7,150.12	8.2
500.430 Electric Service	3,000.00	3,000.00	280.15	280.15	0.00	2,719.85	9.3
500.431 Water Service	5,000.00	5,000.00	79.02	39.73	0.00	4,920.98	1.6
500.461 Vehicle Maintenance	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
500.462 Fuel	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.463 Service Maintenance Contracts	4,320.00	4,320.00	4,320.00	4,320.00	0.00	0.00	100.0
500.497 Contingency	49,388.00 500.00	49,388.00 500.00	0.00 0.00	0.00 0.00	0.00 0.00	49,388.00 500.00	0.0
500.506 Printing & Binding 500.508 Postage	2,000.00	2,000.00	73.18	23.13	0.00	1,926.82	3.7
500.510 Office Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.525 Uniform Expense	1,311.00	1,311.00	124.48	62.24	0.00	1,186.52	9.5
500.533 Parking Meter Parts-Supplies	34,000.00	34,000.00	157.60	157.60	0.00	33,842.40	0.5
500.550 Operating Expenses	33,000.00	33,000.00	7,417.27	77.34	0.00	25,582.73	22.5
500.629 Capital Outlay - Design/Permit	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
500.630 Cap Outlay Imp other than bldg	275,000.00	275,000.00	0.00	0.00	0.00	275,000.00	0.0
500.999 Contribution to Fund Balance	440,666.00	440,666.00	0.00	0.00	0.00	440,666.00	0.0
Parking Operations	1,362,500.00	1,362,500.00	64,144.99	47,297.38	0.00	1,298,355.01	4.7
Expenditures	1,362,500.00	1,362,500.00	64,144.99	47,297.38	0.00	1,298,355.01	4.7
Net Effect for Parking Fund Change in Fund Balance:	0.00	0.00	215,535.79 215,535.79	59,837.89	0.00	-215,535.79	0.0
Grand Total Net Effec	ot: 0.00	0.00	-271,715.93	636,414.96	415,895.50	687,611.43	

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	NOVEMBER BUDGET	NOVEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 001 - General Fund Revenues	TK BODGET	TK BOBOLT	DODGET	AOTOAL	DODGET	DODOLI	AOTOAL	DODGET
Dept: 000.000 Appropriated Fund Balance	4 405 700 00	4 405 700 00	0.00	0.00	0.00	0.00	0.00	0.00
380.200 Appropriated Fund Balance 380.206 Appropriated FB - Vehicle Res	1,495,769.00 60,014.00	1,495,769.00 60.014.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
Appropriated Fund Balance	1,555,783.00	1,555,783.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 301.000 Ad Valorem Property Taxes								
311.100 Ad Valorem Property Taxes Ad Valorem Property Taxes	6,980,417.00 6,980,417.00	6,980,417.00 6,980,417.00	1,000,000.00 1,000,000.00	1,071,175.49 1,071,175.49	1.07 1.07	1,000,000.00 1,000,000.00	1,071,175.49 1,071,175.49	1.07 1.07
Dept: 301.100 Utility Taxes								
311.101 FPL Utility Tax	780,000.00	780,000.00	65,000.00	73,824.27	1.14	65,000.00	73,824.27	1.14
311.440 Gas Utility Tax	14,000.00	14,000.00	1,166.67	834.49	0.72	1,166.67	834.49	0.72
314.300 Water Utility Tax Utility Taxes	140,000.00 934,000.00	140,000.00 934,000.00	11,666.67 77,833.33	11,525.31 86,184.07	0.99 1.11	11,666.67 77,833.33	16,430.10 91,088.86	1.41 1.17
	001,000.00	001,000.00	77,000.00	00,101.01		77,000.00	01,000.00	
Dept: 301.600 Franchise Taxes 313.100 Fl Power & Light Franchise	570,000.00	570,000.00	47,500.00	0.00	0.00	47,500.00	0.00	0.00
313.300 Waste Franchise Collection	67,000.00	67,000.00	5,583.33	0.00	0.00	5,583.33	0.00	0.00
313.301 Waste Franchise Adm-Fee	24,000.00	24,000.00	2,000.00	0.00	0.00	2,000.00	0.00	0.00
313.400 Gas Franchise 313.600 Towing Franchise Fees	27,000.00 1,100.00	27,000.00 1,100.00	2,250.00 91.67	734.22 70.00	0.33 0.76	2,250.00 91.67	734.22 70.00	0.33 0.76
Franchise Taxes	689,100.00	689,100.00	57,425.00	804.22	0.01	57,425.00	804.22	0.01
Dept: 302.000 Licenses & Permits								
321.100 Business License Taxes	62,000.00	62,000.00	11,000.00	4,516.26	0.41	11,000.00	13,596.23	1.24
321.110 Sidewalk Cafe ROW	33,000.00	33,000.00	0.00	175.00	0.00	0.00	350.00	0.00
322.100 Building Permits 322.105 Fire Review Fees	675,000.00 9,000.00	675,000.00 9,000.00	56,250.00 750.00	84,789.50 720.00	1.51 0.96	112,500.00 1,500.00	151,663.79 1,520.00	1.35 1.01
322.250 Zoning Permit & Fees	2,000.00	2,000.00	166.67	0.00	0.00	333.33	0.00	0.00
322.400 Sign Permits	4,000.00	4,000.00	333.33	340.00	1.02	666.67	480.00	0.72
Licenses & Permits	785,000.00	785,000.00	68,500.00	90,540.76	1.32	126,000.00	167,610.02	1.33
Dept: 303.000 Intergovernmental Revenues								
311.120 Municipal Revenue Sharing 311.150 Alcoholic Beverage License	137,911.00 8,000.00	137,911.00 8,000.00	11,492.58 666.67	10,725.27 97.89	0.93 0.15	22,985.17 666.67	21,450.54 97.89	0.93 0.15
311.180 Sales Tax	393,931.00	393,931.00	32,827.58	30,048.05	0.15	32,827.58	30,048.05	0.15
312.405 Local Op Gas Tax 1 - 6 cent	62,702.00	62,702.00	5,225.17	5,114.88	0.98	5,225.17	5,114.88	0.98
312.410 Local Op Gas Tax 1 - 5 cent	45,180.00	45,180.00	3,765.00	3,611.59	0.96	3,765.00	3,611.59	0.96
315.100 Communication Service Tax 334.910 BCC-Senior Center Grant	362,405.00 16,462.00	362,405.00 16,462.00	30,200.42 0.00	27,622.18 0.00	0.91 0.00	30,200.42 0.00	27,622.18 0.00	0.91 0.00
334.914 BCC-Transporation Grant	51,350.00	51,350.00	0.00	0.00	0.00	0.00	0.00	0.00
334.915 FDOT-Reimbursable Grant 343.400 Recycling Revenue	13,258.00 28,000.00	13,258.00 28,000.00	0.00 2,333.33	0.00 2,381.47	0.00 1.02	0.00 2,333.33	0.00 2,381.47	0.00 1.02
Intergovernmental Revenues	1,119,199.00	1,119,199.00	86,510.75	79,601.33	0.92	98,003.33	90,326.60	0.92
Dept: 304.000 Charges for Services								
343.902 Site Plan Application Fees	2,000.00	2,000.00	166.67	0.00	0.00	333.33	0.00	0.00
347.500 Tennis - Shuffle Key	8,600.00	8,600.00	716.67 883.33	614.20	0.86	1,433.33	3,562.42	2.49
Charges for Services	10,600.00	10,600.00	003.33	614.20	0.70	1,766.67	3,562.42	2.02
Dept: 305.000 Fines & Forfeitures								
354.150 Fines, Traffic Violation, Citatio 354.160 Code Enforcement Fines	35,000.00 90,000.00	35,000.00 90,000.00	2,916.67 7,500.00	3,155.83 450.00	1.08 0.06	5,833.33 15,000.00	3,155.83 23,510.00	0.54 1.57
359.100 Other Fines & Alarms	11,000.00	11,000.00	916.67	0.00	0.00	1,833.33	4.00	0.00
Fines & Forfeitures	136,000.00	136,000.00	11,333.33	3,605.83	0.32	22,666.67	26,669.83	1.18
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	20,000.00	20,000.00	1,666.67	1,132.47	0.68	1,666.67	1,153.05	0.69
361.105 Interest - Emergency Reserve 362.000 Rent/Lease Royalties	2,000.00 55,000.00	2,000.00 55,000.00	166.67 4,583.33	9.61 4,978.95	0.06 1.09	166.67 9,166.67	19.59 9,957.90	0.12 1.09
366.100 Donations	8,000.00	8,000.00	666.67	9,296.00	13.94	1,333.33	18,946.00	14.21
369.100 Miscellaneous Revenues	60,000.00	60,000.00	5,000.00	3,654.20	0.73	10,000.00	6,216.24	0.62
369.200 Miscellaneous Applications 369.201 Miscellaneous MerchandiseSales	7,000.00 s 1,800.00	7,000.00 1,800.00	583.33 150.00	100.00 18.00	0.17 0.12	1,166.67 300.00	1,600.00 123.00	1.37 0.41
369.250 Recreational Activities Fee	1,500.00	1,500.00	125.00	30.00	0.12	250.00	65.00	0.26
369.500 Miscellaneous Lobbyist	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00
369.901 Insurance Reimbursement Miscellaneous Revenues	7,500.00 163,400.00	7,500.00 163,400.00	625.00 13,566.67	500.00 19,719.23	0.80 1.45	1,250.00 25,300.00	500.00 38,580.78	0.40 1.52
	103,400.00	103,400.00	13,300.07	19,719.25	1.43	25,500.00	30,300.70	1.52
Dept: 581.100 Interfund Transfers 380.115 Transfer from Fire - OH Costs	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenues	12,393,499.00	12,393,499.00	1,316,052.42	1,352,245.13	1.03	1,408,995.00	1,489,818.22	1.06
Expenditures Dept: 511.000 Commission								
500.110 Commission Salaries	59,091.00	59,091.00	4,545.46	4,134.73	0.91	9,090.92	8,226.16	0.90
500.210 Employer FICA Taxes	4,520.00	4,520.00	347.69	270.10	0.78	695.38	541.50	0.78
500.220 Retirement 500.230 Group Insurance	21,320.00 15,432.00	21,320.00 15,432.00	1,640.00 1,286.00	2,892.38 1,648.55	1.76 1.28	3,280.00 2,572.00	2,892.38 2,657.01	0.88 1.03
500.345 Contractual Services	4,000.00	4,000.00	333.33	285.00	0.86	666.67	435.00	0.65
500.510 Office Supplies	600.00	600.00	50.00	0.00	0.00	100.00	0.00	0.00
500.540 Dues & Subscriptions 500.545 Training	2,000.00 3,000.00	2,000.00 3,000.00	166.67 250.00	0.00 175.00	0.00 0.70	333.33 500.00	1,538.00 175.00	4.61 0.35
500.550 Operating Expenses	3,900.00	3,900.00	325.00	0.00	0.00	650.00	74.40	0.11
500.640 Capital Outlay - Equipt & Mach	2,000.00	2,000.00	166.67	0.00	0.00	333.33	0.00	0.00
Commission	115,863.00	115,863.00	9,110.82	9,405.76	1.03	18,221.64	16,539.45	0.91

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	NOVEMBER BUDGET	NOVEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Dept: 511.100 Donation-Non Profits								
500.820 Donations-Aids to Private Org Donation-Non Profits	20,520.00 20,520.00	20,520.00 20,520.00	0.00	0.00	0.00	0.00	3,500.00 3,500.00	0.00
Donation-North Tolks	20,020.00	20,320.00	0.00	0.00	0.00	0.00	3,300.00	0.00
Dept: 511.200 Chamber/Facility		40.040.00			. =0	. ====		
500.120 Regular Salaries 500.210 Employer FICA Taxes	10,348.00 792.00	10,348.00 792.00	796.00 60.92	1,196.80 91.56	1.50 1.50	1,592.00 121.85	1,196.80 91.56	0.75 0.75
500.220 Retirement	730.00	730.00	56.15	94.67	1.69	112.31	94.67	0.84
500.230 Group Insurance	3,150.00	3,150.00	262.50	293.95	1.12	525.00	494.90	0.94
500.340 Sewer/Wastewater 500.345 Contractual Services	2,000.00 26.340.00	2,000.00	166.67 2.195.00	111.26 0.00	0.67 0.00	333.33 4.390.00	233.54 0.00	0.70 0.00
500.430 Electric Service	2,200.00	26,340.00 2,200.00	183.33	266.16	1.45	366.67	266.16	0.73
500.431 Water Service	2,500.00	2,500.00	208.33	109.39	0.53	416.67	226.95	0.54
500.520 Bldg. Maintenance	3,000.00	3,000.00	250.00	0.00	0.00	500.00	0.00	0.00
Chamber/Facility	51,060.00	51,060.00	4,178.91	2,163.79	0.52	8,357.82	2,604.58	0.31
Dept: 513.000 Administration								
500.120 Regular Salaries	599,805.00	599,805.00	46,138.85	38,984.38	0.84	92,277.69	79,847.26	0.87
500.140 Overtime Salaries 500.210 Employer FICA Taxes	1,500.00 42,544.00	1,500.00 42,544.00	115.38 3,272.62	397.36 1,154.65	3.44 0.35	230.77 6,545.23	719.73 3,594.28	3.12 0.55
500.220 Retirement	92,040.00	92,040.00	7,080.00	8,956.72	1.27	14,160.00	9,191.53	0.65
500.230 Group Insurance	82,676.00	82,676.00	6,889.67	7,061.25	1.02	13,779.33	16,784.41	1.22
500.315 Professional Services 500.320 Audit Expense	10,000.00 32,000.00	10,000.00 32,000.00	833.33 3,500.00	0.00 0.00	0.00 0.00	1,666.67 3.500.00	0.00 0.00	0.00 0.00
500.320 Addit Expenses	1,800.00	1,800.00	150.00	50.00	0.33	300.00	265.00	0.00
500.345 Contractual Services	24,500.00	24,500.00	2,041.67	882.26	0.43	4,083.33	1,951.91	0.48
500.463 Service Maintenance Contracts	14,000.00	14,000.00	1,166.67	2,893.98	2.48	2,333.33	7,062.46	3.03
500.506 Printing & Binding 500.508 Postage	4,500.00 4,500.00	4,500.00 4,500.00	375.00 375.00	75.00 309.96	0.20 0.83	750.00 750.00	75.00 1,162.67	0.10 1.55
500.500 Fostage 500.510 Office Supplies	5,000.00	5,000.00	416.67	80.00	0.19	833.33	459.60	0.55
500.540 Dues & Subscriptions	2,010.00	2,010.00	167.50	150.00	0.90	335.00	565.00	1.69
500.545 Training	5,000.00	5,000.00	416.67	208.75	0.50	833.33	427.25	0.51
500.550 Operating Expenses 500.640 Capital Outlay - Equipt & Mach	7,000.00 3,000.00	7,000.00 3,000.00	583.33 250.00	1,002.99 0.00	1.72 0.00	1,166.67 500.00	1,011.95 0.00	0.87 0.00
Administration	931,875.00	931,875.00	73,772.35	62,207.30	0.84	144,044.69	123,118.05	0.85
D								
Dept: 514.000 Town Attorney 500.310 Legal Expense	255,000.00	255,000.00	21,250.00	28,517.62	1.34	21,250.00	28,517.62	1.34
500.314 Litigation	75,000.00	75,000.00	6,250.00	19,482.20	3.12	6,250.00	19,482.20	3.12
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	666.67	198.90	0.30	666.67	198.90	0.30
Town Attorney	338,000.00	338,000.00	28,166.67	48,198.72	1.71	28,166.67	48,198.72	1.71
Dept: 519.000 General								
500.120 Regular Salaries	120,529.00	120,529.00	9,271.46	2,613.90	0.28	18,542.92	16,040.37	0.87
500.210 Employer FICA Taxes	9,058.00	9,058.00	696.77	815.42	1.17	1,393.54	1,842.55	1.32
500.220 Retirement 500.230 Group Insurance	15,726.00 8,692.00	15,726.00 8,692.00	1,209.69 724.33	2,292.78 815.16	1.90 1.13	2,419.38 1,448.67	2,529.49 1,748.48	1.05 1.21
500.250 Unemployment Compensation	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00
500.311 Advertisements	8,000.00	8,000.00	666.67	152.40	0.23	1,333.33	1,340.70	1.01
500.313 Legal Exp- Other Issues 500.315 Professional Services	5,000.00 75,000.00	5,000.00 75,000.00	416.67 6,250.00	0.00 5,380.00	0.00 0.86	833.33 12,500.00	0.00 8,480.00	0.00 0.68
500.345 Contractual Services	6,000.00	6,000.00	500.00	5,160.62	10.32	1,000.00	5,810.62	5.81
500.349 BusTransporation Contract	51,350.00	51,350.00	0.00	11,188.43	0.00	0.00	21,862.73	0.00
500.451 Auto, Property & Liability Ins 500.452 Workers Compensation Insur	203,000.00 35,000.00	203,000.00	0.00 0.00	8,282.74	0.00 0.00	50,750.00	74,549.59	1.47 1.00
500.452 Workers Compensation insul 500.463 Service Maintenance Contracts	13,500.00	35,000.00 13,500.00	1,125.00	0.00 700.00	0.62	8,750.00 2,250.00	8,745.01 5,462.13	2.43
500.497 Contingency	207,453.00	161,803.00	0.00	0.00	0.00	0.00	0.00	0.00
500.506 Printing & Binding	13,000.00	13,000.00	1,083.33	0.00	0.00	2,166.67	1,692.00	0.78
500.508 Postage 500.511 Computer Expense	3,000.00 40,000.00	3,000.00 40,000.00	250.00 3,333.33	0.00 3,694.17	0.00 1.11	500.00 6,666.67	500.00 6,726.61	1.00 1.01
500.540 Dues & Subscriptions	2,200.00	2,200.00	183.33	984.31	5.37	366.67	984.31	2.68
500.550 Operating Expenses	5,300.00	5,300.00	441.67	636.20	1.44	883.33	837.50	0.95
500.552 Recycling and Solid Waste Exp 500.556 Bus Grant Matching Funds	20,000.00 85,000.00	20,000.00 85,000.00	0.00 11,362.50	2,900.75 0.00	0.00 0.00	0.00 22,725.00	2,900.75 0.00	0.00 0.00
500.640 Capital Outlay - Equipt & Mach	10,000.00	10,000.00	833.33	3,058.29	3.67	1,666.67	8,408.28	5.04
General	941,808.00	896,158.00	38,348.09	48,675.17	1.27	136,196.18	170,461.12	1.25
Dept: 519.100 Business Dev & Marketing								
500.311 Advertisements	64,000.00	64,000.00	5.333.33	600.00	0.11	10,666.67	4,599.00	0.43
500.315 Professional Services	45,000.00	45,000.00	3,750.00	0.00	0.00	7,500.00	0.00	0.00
500.345 Contractual Services	14,000.00	14,000.00	1,166.67	0.00	0.00	2,333.33	0.00	0.00
500.495 Special Events 500.506 Printing & Binding	23,000.00 6,000.00	23,000.00 6,000.00	1,916.67 500.00	0.00 0.00	0.00 0.00	3,833.33 1,000.00	0.00 169.00	0.00 0.17
500.508 Postage	1,000.00	1,000.00	83.33	0.00	0.00	166.67	0.00	0.00
500.540 Dues & Subscriptions	2,000.00	2,000.00	166.67	0.00	0.00	333.33	0.00	0.00
500.550 Operating Expenses	20,000.00	20,000.00	1,666.67	664.99	0.40	3,333.33	727.99	0.22
500.630 Cap Outlay Imp other than bldg Business Dev & Marketing	15,000.00 190,000.00	15,000.00 190,000.00	10,000.00 24,583.33	0.00 1,264.99	0.00 0.05	48,000.00 77,166.67	0.00 5,495.99	0.00
	. 20,000.00		,000.00	.,2000	0.00	,	2, .30.00	0.0.
Dept: 521.000 Police Department	0.054.005.5	0.054.005.00	000 00 / =0	000 001 =0		044 042 4=	0.44.000.00	
500.345 Contractual Services 500.352 Contract Services	3,851,095.00 7,500.00	3,851,095.00 7,500.00	320,924.58 625.00	320,924.58 0.00	1.00 0.00	641,849.17 1,250.00	641,603.32 0.00	1.00 0.00
500.352 Contract Services 500.354 FDLE Crime Suppression	1,038.00	1,038.00	86.50	0.00	0.00	1,250.00	0.00	0.00
500.460 Equipment Maintenance	6,000.00	6,000.00	500.00	0.00	0.00	1,000.00	0.00	0.00
500.520 Bldg. Maintenance 500.624 Capital Outlay-Bldg. Improvemt	0.00 7.500.00	0.00 7.500.00	0.00 625.00	5,762.46 0.00	0.00 0.00	0.00 1 250 00	6,562.46 0.00	0.00
500 640 Capital Outlay - Fouint & Mach	2 500 00	2 500 00	208.33	0.00	0.00	416 67	0.00	0 00 0 00
Police Department	3,875,633.00	3,875,633.00	322,969.42	326,687.04	1.01	645,938.83	648,165.78	1.00

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	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	NOVEMBER BUDGET	NOVEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Dept: 523.000 Emergency Medical Services 500.345 Contractual Services 500.624 Capital Outlay-Bldg. Improvemt	753,659.00 1,000.00	753,659.00 1,000.00	62,804.92 83.33	62,805.00 470.00	1.00 5.64	125,609.83 166.67	125,610.00 563.50	1.00 3.38
Emergency Medical Services	754,659.00	754,659.00	62,888.25	63,275.00	1.01	125,776.50	126,173.50	1.00
Dept: 524.000 Development Services	000 450 00	000 450 00	10.011.00	10.007.10	4.05	00.000.00	00 700 00	0.00
500.120 Regular Salaries 500.121 Temporary Salaries/ Interns	208,152.00 1,500.00	208,152.00 1,500.00	16,011.69 115.38	19,967.16 0.00	1.25 0.00	32,023.38 230.77	30,768.33 0.00	0.96 0.00
500.140 Overtime Salaries	1,500.00	1,500.00	115.38	397.36	3.44	230.77	556.24	2.41
500.210 Employer FICA Taxes	15,968.00	15,968.00	1,228.31	876.21	0.71	2,456.62	1,670.04	0.68
500.220 Retirement 500.230 Group Insurance	29,302.00 32,388.00	29,302.00 32,388.00	2,254.00 2,699.00	2,517.97 3,458.92	1.12 1.28	4,508.00 5,398.00	2,754.68 5,857.31	0.61 1.09
500.315 Professional Services	97,000.00	97,000.00	8,083.33	900.00	0.11	16,166.67	1,125.00	0.07
500.345 Contractual Services	247,900.00	247,900.00	20,658.33	24,881.85	1.20	41,316.67	25,756.85	0.62
500.402 Building Permit Services 500.461 Vehicle Maintenance	520,000.00 2,000.00	520,000.00 2.000.00	43,333.33 166.67	64,481.95 0.00	1.49 0.00	86,666.67 333.33	116,448.70 0.00	1.34 0.00
500.461 Verlicle Maintenance	1,300.00	1,300.00	108.33	129.26	1.19	216.67	229.31	1.06
500.463 Service Maintenance Contracts	7,000.00	7,000.00	583.33	160.70	0.28	1,166.67	325.70	0.28
500.506 Printing & Binding	1,500.00	1,500.00	125.00	-20.00	-0.16	250.00	-20.00	-0.08
500.508 Postage 500.510 Office Supplies	6,500.00 3,800.00	6,500.00 3,800.00	541.67 316.67	173.14 790.59	0.32 2.50	1,083.33 633.33	497.55 1,220.10	0.46 1.93
500.525 Uniform Expense	240.00	240.00	20.00	0.00	0.00	40.00	0.00	0.00
500.540 Dues & Subscriptions	631.00	631.00	52.58	0.00	0.00	105.17	0.00	0.00
500.545 Training	2,800.00	2,800.00	233.33	0.00	0.00	466.67	0.00	0.00
500.550 Operating Expenses 500.644 Capital Outlay-Vehicles	8,100.00 20,000.00	8,100.00 20,000.00	675.00 1,666.67	40.77 0.00	0.06 0.00	1,350.00 0.00	46.76 0.00	0.03
Development Services	1,207,581.00	1,207,581.00	98,988.02	118,755.88	1.20	194,642.71	187,236.57	0.96
Dept: 541.100 Mun Srvcs - Public Works Div								
500.120 Regular Salaries	689,866.00	689,866.00	53,066.62	46,038.90	0.87	106,133.23	93,897.19	0.88
500.140 Overtime Salaries 500.210 Employer FICA Taxes	25,000.00 54,687.00	25,000.00 54,687.00	1,923.08 4,206.69	1,830.50 3,666.28	0.95 0.87	3,846.15 8,413.38	2,638.08 7,238.42	0.69 0.86
500.210 Employer FICA Taxes	64,382.00	64,382.00	4,952.46	6,954.30	1.40	9,904.92	7,236.42 7.184.99	0.73
500.230 Group Insurance	139,363.00	139,363.00	11,613.58	11,704.74	1.01	23,227.17	19,943.67	0.86
500.315 Professional Services	5,000.00	5,000.00	416.67	1,900.00	4.56	833.33	1,900.00	2.28
500.340 Sewer/Wastewater 500.345 Contractual Services	11,000.00 84,204.00	11,000.00 84,204.00	916.67 7,017.00	716.50 4,836.10	0.78 0.69	1,833.33 14,034.00	1,373.50 10,848.70	0.75 0.77
500.410 Communications	14,000.00	14,000.00	1,166.67	747.80	0.64	2,333.33	1,692.52	0.77
500.430 Electric Service	47,000.00	47,000.00	3,916.67	6,871.45	1.75	7,833.33	6,943.85	0.89
500.431 Water Service	123,000.00	123,000.00	10,250.00	8,416.07	0.82	20,500.00	16,981.49	0.83
500.433 Electic Service-Streets 500.445 Equip Rent/Lease	60,000.00 10,000.00	60,000.00 10,000.00	5,000.00 833.33	5,875.77 0.00	1.18 0.00	10,000.00 1,666.67	8,940.43 0.00	0.89
500.440 Equipment Maintenance	34,488.00	34,488.00	2,874.00	323.17	0.11	5,748.00	703.25	0.12
500.461 Vehicle Maintenance	8,675.00	8,675.00	722.92	573.76	0.79	1,445.83	573.76	0.40
500.462 Fuel	25,000.00	25,000.00	2,083.33	1,266.10	0.61	4,166.67	3,042.85	0.73
500.463 Service Maintenance Contracts 500.470 Radio Maintenance	9,600.00 550.00	9,600.00 550.00	800.00 45.83	0.00 0.00	0.00 0.00	1,600.00 91.67	162.50 0.00	0.10 0.00
500.498 Storm Drain Rehab/Maint	90,000.00	90,000.00	7,500.00	0.00	0.00	15,000.00	4,821.25	0.32
500.508 Postage	315.00	315.00	26.25	93.43	3.56	52.50	93.91	1.79
500.510 Office Supplies 500.520 Bldg. Maintenance	2,000.00 50,000.00	2,000.00 50.000.00	166.67 4,166.67	477.85 3,078.50	2.87 0.74	333.33 8.333.33	477.85 5,704.76	1.43 0.68
500.525 Uniform Expense	5,500.00	5,500.00	458.33	293.28	0.64	916.67	693.28	0.76
500.529 Street Light Maintenance	13,258.00	13,258.00	1,104.83	3,686.64	3.34	2,209.67	4,886.64	2.21
500.530 Street Maint Repair Supply	25,000.00	25,000.00	2,083.33	0.00	0.00	4,166.67	840.31	0.20
500.531 Grounds Maint/Landscaping 500.532 Signs	45,000.00 10,000.00	45,000.00 10,000.00	3,750.00 833.33	2,881.64 0.00	0.77 0.00	7,500.00 1.666.67	6,927.77 416.78	0.92 0.25
500.532 Signs 500.534 Sidewalk Maint Repair	40,000.00	40,000.00	3,333.33	0.00	0.00	6,666.67	900.00	0.14
500.535 Flags	1,000.00	1,000.00	83.33	0.00	0.00	166.67	0.00	0.00
500.540 Dues & Subscriptions	725.00	725.00	60.42	0.00	0.00	120.83	0.00	0.00
500.545 Training 500.550 Operating Expenses	3,925.00 35,000.00	3,925.00 35,000.00	327.08 2,916.67	60.00 3,787.07	0.18 1.30	654.17 5,833.33	60.00 7,103.51	0.09 1.22
500.624 Capital Outlay-Bldg. Improvemt	0.00	28,150.00	2,345.83	0.00	0.00	0.00	28,150.00	0.00
500.630 Cap Outlay Imp other than bldg	14,960.00	14,960.00	1,246.67	0.00	0.00	0.00	0.00	0.00
500.640 Capital Outlay - Equipt & Mach 500.644 Capital Outlay-Vehicles	33,000.00 58,000.00	33,000.00 58,000.00	2,750.00 58,000.00	0.00 0.00	0.00 0.00	5,500.00 58,000.00	0.00 0.00	0.00
Mun Srvcs - Public Works Div	1,833,498.00	1,861,648.00	202,958.26	116,079.85	0.57	340,731.53	245,141.26	0.72
Dept: 572.000 Recreation								
500.342 Senior Rec. Ctr. Contract	64,000.00	64,000.00	5,333.33	5,333.33	1.00	10,666.67	10,666.66	1.00
500.343 Beach Maintenance Contract	180,000.00	180,000.00	15,000.00	13,559.23	0.90	30,000.00	27,118.46	0.90
500.345 Contractual Services 500.347 Programs	43,000.00 17,000.00	43,000.00 17,000.00	3,583.33 1,416.67	0.00 1,381.92	0.00 0.98	7,166.67 2,833.33	0.00 1,798.92	0.00 0.63
500.430 Electric Service	2,750.00	2,750.00	229.17	187.68	0.82	458.33	187.68	0.41
500.460 Equipment Maintenance	10,000.00	10,000.00	833.33	0.00	0.00	1,666.67	142.50	0.09
500.469 Buoy Maintenance 500.495 Special Events	9,000.00 68,500.00	9,000.00 86,000.00	750.00 7,166.67	0.00 7,541.33	0.00 1.05	1,500.00 14,333.33	0.00 16,479.47	0.00 1.15
500.510 Office Supplies	525.00	525.00	43.75	0.00	0.00	14,333.33 87.50	0.00	0.00
500.520 Bldg. Maintenance	15,000.00	15,000.00	1,250.00	0.00	0.00	2,500.00	86.73	0.03
500.536 Sea Oats	10,000.00	10,000.00	833.33	0.00	0.00	0.00	0.00	0.00
500.550 Operating Expenses 500.640 Capital Outlay - Equipt & Mach	25,000.00 58,000.00	25,000.00 58,000.00	2,083.33 62,000.00	0.00 500.00	0.00 0.01	4,166.67 62,000.00	2,563.15 6,350.00	0.62 0.10
Recreation	502,775.00	520,275.00	100,522.92	28,503.49	0.28	137,379.17	65,393.57	0.10
Dept: 581.100 Interfund Transfers								
500.910 Transfer to CIP Fund	1,630,227.00	1,630,227.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	1,630,227.00	1,630,227.00	0.00	0.00	0.00	0.00	0.00	0.00
nditures	12,393,499.00	12,393,499.00	966,487.03	825,216.99	0.85	1,856,622.40	1,642,028.59	0.88

Item No. 8.b.

ORIGINAL FULL AMENDED FULL NOVEMBER NOVEMBER % MTHLY YTD YTD % YTD YR BUDGET YR BUDGET BUDGET BUDGET BUDGET ACTUAL BUDGET Fund: 101 - Special Revenue-Police Conf Revenues Dept: 000.000 Appropriated Fund Balance 380.201 Carry Forward-LETF 161,500.00 161,500.00 0.00 0.00 0.00 0.00 0.00 0.00 Appropriated Fund Balance 161,500.00 161,500.00 0.00 0.00 0.00 0.00 0.00 0.00 Dept: 306.000 Miscellaneous Revenues 361.101 Interest (LETF) 361.102 Interest (Training) 0.00 9.47 0.00 9.47 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.42 0.00 0.00 0.42 0.00 369.100 Miscellaneous Revenues 0.00 11.37 11.37 0.00 0.00 0.00 0.00 0.00 Miscellaneous Revenues 0.00 0.00 0.00 21.26 0.00 0.00 21.26 0.00 Revenues 161,500.00 0.00 0.00 0.00 161.500.00 21.26 0.00 21.26 Expenditures Dept: 521.100 Police Dept. Confiscated 500.410 Communications 1,500.00 1,500.00 0.00 0.00 0.00 0.00 0.00 0.00 500.640 Capital Outlay - Equipt & Mach 160,000.00 160,000.00 0.00 104,796.59 0.00 0.00 155,467.06 0.00 Police Dept. Confiscated 161,500.00 161,500.00 0.00 104,796.59 0.00 0.00 155,467.06 0.00 Expenditures 161,500.00 161,500.00 0.00 104,796.59 0.00 0.00 155,467.06 0.00

Item No. 8.b.

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	NOVEMBER BUDGET	NOVEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 103 - Sewer System-Maint, Renew, Repla								
Revenues								
Dept: 304.000 Charges for Services								
343.500 Sewer Fees	1,180,000.00	1,180,000.00	91,119.99	84,072.12	0.92	91,119.99	84,072.12	0.92
Charges for Services	1,180,000.00	1,180,000.00	91,119.99	84,072.12	0.92	91,119.99	84,072.12	0.92
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	1,300.00	1,300.00	108.33	79.16	0.73	216.67	79.16	0.37
Miscellaneous Revenues	1,300.00	1,300.00	108.33	79.16	0.73	216.67	79.16	0.37
Revenues	1,181,300.00	1,181,300.00	91,228.33	84,151.28	0.92	91,336.66	84,151.28	0.92
Expenditures								
Dept: 535.000 Sanitary Sewers								
500.120 Regular Salaries	77.164.00	77.164.00	5.935.69	11.574.08	1.95	11.871.38	11.574.08	0.97
500.210 Employer FICA Taxes	5,574.00	5,574.00	428.77	712.12	1.66	857.54	712.12	0.83
500.220 Retirement	11,842.00	11,842.00	910.92	1,412.84	1.55	1,821.85	1,412.84	0.78
500.230 Group Insurance	9,395.00	9,395.00	782.92	1,494.79	1.91	1,565.83	1,494.79	0.95
500.315 Professional Services	14,800.00	14,800.00	1,233.33	0.00	0.00	2,466.67	0.00	0.00
500.340 Sewer/Wastewater	625,000.00	625,000.00	52,083.33	0.00	0.00	104,166.67	52,017.96	0.50
500.345 Contractual Services	15,470.00	15,470.00	1,289.17	1,339.01	1.04	2,578.33	1,339.01	0.52
500.435 Utilities	20,000.00	20,000.00	1,666.67	2,674.69	1.60	3,333.33	2,703.48	0.81
500.451 Auto, Property & Liability Ins	6,465.00	6,465.00	538.75	0.00	0.00	1,077.50	0.00	0.00
500.452 Workers Compensation Insur	2,250.00	2,250.00	187.50	0.00	0.00	375.00	0.00	0.00
500.459 Sewer Lateral Line Maintenance	50,000.00	50,000.00	4,166.67	0.00	0.00	8,333.33	0.00	0.00
500.465 Pump Station Maintenance	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00
500.497 Contingency	68,340.00	68,340.00	0.00	0.00	0.00	0.00	0.00	0.00
500.630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	16,666.67	0.00	0.00	16,666.67	0.00	0.00
500.640 Capital Outlay - Equipt & Mach	5,000.00	5,000.00	416.67	0.00	0.00	833.33	0.00	0.00
500.999 Contribution to Fund Balance	40,000.00	40,000.00	3,333.33	0.00	0.00	0.00	0.00	0.00
Sanitary Sewers	1,156,300.00	1,156,300.00	89,640.38	19,207.53	0.21	155,947.44	71,254.28	0.46
Dept: 570.000 pumps,sewer lines,rehab								
509.630 Emergency Sewer Replace	25,000.00	25,000.00	833.33	0.00	0.00	1,666.66	0.00	0.00
pumps,sewer lines,rehab	25,000.00	25,000.00	833.33	0.00	0.00	1,666.66	0.00	0.00
Expenditures	1,181,300.00	1,181,300.00	90,473.71	19,207.53	0.21	157,614.10	71,254.28	0.45

Item No. 8.b.

ORIGINAL FULL AMENDED FULL NOVEMBER NOVEMBER % MTHLY YTD YTD % YTD YR BUDGET YR BUDGET BUDGET BUDGET BUDGET ACTUAL BUDGET Fund: 115 - Fire Fund Revenues Dept: 000.000 Appropriated Fund Balance 380.203 Appropriation fromFireFd/Veh R 114,817.00 114,817.00 150,000.00 0.00 0.00 0.00 0.00 0.00 150,000.00 Appropriated Fund Balance 114,817.00 114,817.00 0.00 0.00 0.00 0.00 0.00 Dept: 301.050 Fire Assessment 311.200 Property Tax-Fire Assessment 959,918.00 959,918.00 150,000.00 157,214.34 1.05 150,000.00 157,214.34 1.05 Fire Assessment 959.918.00 959 918 00 150 000 00 157 214 34 1.05 150 000 00 157.214.34 1.05 Dept: 304.000 Charges for Services 342.210 Fire Inspection Fees 40,000.00 40,000.00 13,333.33 0.12 26,666.67 5,453.00 5,453.00 0.20 Charges for Services 1.581.00 26.666.67 Revenues 1,114,735.00 999,918.00 163,333.33 158,795.34 0.97 176,666.67 162,667.34 0.92 Expenditures Dept: 522.000 Fire Department 6,000.00 7,500.00 500.151 Fire Dept Pension 6,000.00 0.00 3,025.00 0.00 0.00 3,025.00 0.00 3,053.50 0.00 500.315 Professional Services 7,500.00 0.00 3,053.50 0.00 0.00 0.00 500.320 Audit Expense 10,000.00 10,000.00 0.00 0.00 0.00 0.00 0.00 130,539.16 500.345 Contractual Services 783,235.00 783,235.00 65,269.58 65,269.58 1.00 130,539.17 1.00 500.520 Bldg. Maintenance 0.00 0.00 0.00 428.64 0.00 0.00 625.00 0.00 288,000.00 288,000.00 500.640 Capital Outlay - Equipt & Mach 24,000.00 0.00 0.00 48,000.00 0.00 0.00 500.912 Transfer to General Fund 20,000.00 0.00 0.00 0.00 20,000.00 0.00 0.00 0.00 89,269.58 178,539.17 Fire Department 1,114,735.00 1,114,735.00 71,776.72 0.80 137,242.66 Expenditures 1,114,735.00 1,114,735.00 89,269.58 71,776.72 0.80 178,539.17 137,242.66 0.77

Expenditures

1,362,500.00

1,362,500.00

	ORIGINAL FULL	AMENDED FULL	NOVEMBER	NOVEMBER	% MTHLY	YTD	YTD	% YTD
	YR BUDGET	YR BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET
Fund: 310 - Parking Fund								
Revenues								
Dept: 304.000 Charges for Services	05 000 00	05 000 00	4 00 4 00	0.000.00	4.00	05.054.00	45.040.05	0.04
344.500 Parking Permits	65,000.00	65,000.00	1,994.88	3,963.00	1.99	25,254.82	15,318.35	0.61
344.520 Parking Agreements	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	41,975.00	0.93
344.552 Ocean Front Meters	230,000.00	230,000.00	19,166.67	27,468.44	1.43	38,333.33	57,247.72	1.49
344.553 Commmercial Blvd. Meters	35,000.00	35,000.00 115,000.00	2,916.67 9,583.33	3,523.11 6,459.74	1.21 0.67	5,833.33 19,166.67	8,345.73 15,405.80	1.43 0.80
344.554 Parking Meters - Beach 344.556 El Prado Parking Lot	115,000.00 310,000.00	310,000.00	25,833.33	18,260.35	0.67	51,666.67	42,659.03	0.80
344.558 Town Hall Parking Lot				497.81	0.71			
344.559 El Mar Parking Lot	15,000.00 150,000.00	15,000.00 150,000.00	1,250.00 12,500.00	14,309.80	1.14	2,500.00 25,000.00	807.20 30,288.28	0.32 1.21
344.560 A1A Parking Lot	150,000.00	150,000.00	12,500.00	12,852.19	1.03	25,000.00	28,859.80	1.15
344.561 FDOT Right of Way	1,500.00	1,500.00	12,500.00	0.00	0.00	0.00	0.00	0.00
344.562 Minto Parking Lot	15,000.00	15,000.00	5,000.00	6,008.29	1.20	10,000.00	15,680.74	1.57
344.563 Bougainvilla/ Poinciana	105,000.00	105,000.00	8,750.00	6,048.76	0.69	17,500.00	13,459.35	0.77
Charges for Services	1,236,500.00	1,236,500.00	99,619.88	99,391.49	1.00	265,254.82	270,047.00	1.02
Charges for Services	1,230,300.00	1,230,300.00	33,013.00	33,331.43	1.00	200,204.02	270,047.00	1.02
Dept: 305.000 Fines & Forfeitures								
354.100 Parking Fines	125.000.00	125,000.00	10,416.67	7,652.48	0.73	10,416.67	9,542.48	0.92
Fines & Forfeitures	125,000.00	125,000.00	10.416.67	7,652.48	0.73	10,416.67	9.542.48	0.92
Tilles & Forienties	123,000.00	123,000.00	10,410.07	7,002.40	0.75	10,410.07	3,342.40	0.32
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	1,000.00	1,000.00	83.33	91.30	1.10	166.67	91.30	0.55
Miscellaneous Revenues	1,000.00	1,000.00	83.33	91.30	1.10	166.67	91.30	0.55
Revenues	1,362,500.00	1,362,500.00	110,119.88	107,135.27	0.97	275,838.15	279,680.78	1.01
	1,362,500.00	1,362,500.00	110,119.88	107,135.27	0.97	275,838.15	279,680.78	1.01
Expenditures	1,362,500.00	1,362,500.00	110,119.88	107,135.27	0.97	275,838.15	279,680.78	1.01
Expenditures Dept: 545.000 Parking Operations				·				
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries	42,835.00	42,835.00	3,295.00	6,556.88	1.99	6,590.00	6,556.88	0.99
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes	42,835.00 2,753.00	42,835.00 2,753.00	3,295.00 211.77	6,556.88 1,225.70	1.99 5.79	6,590.00 423.54	6,556.88 1,225.70	0.99 2.89
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement	42,835.00 2,753.00 8,916.00	42,835.00 2,753.00 8,916.00	3,295.00 211.77 685.85	6,556.88 1,225.70 1,282.00	1.99 5.79 1.87	6,590.00 423.54 1,371.69	6,556.88 1,225.70 1,282.00	0.99 2.89 0.93
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance	42,835.00 2,753.00 8,916.00 3,428.00	42,835.00 2,753.00 8,916.00 3,428.00	3,295.00 211.77 685.85 1,142.67	6,556.88 1,225.70 1,282.00 552.19	1.99 5.79 1.87 0.48	6,590.00 423.54 1,371.69 2,285.33	6,556.88 1,225.70 1,282.00 552.19	0.99 2.89 0.93 0.24
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services	42,835.00 2,753.00 8,916.00 3,428.00 0.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00	3,295.00 211.77 685.85 1,142.67 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00	1.99 5.79 1.87 0.48 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00	0.99 2.89 0.93 0.24 0.00
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82	1.99 5.79 1.87 0.48 0.00 1.06	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64	0.99 2.89 0.93 0.24 0.00 0.68
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.353 Parking Alternatives	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00	0.99 2.89 0.93 0.24 0.00 0.68 0.01
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.353 Parking Alternatives 500.410 Communications	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00	3,295.00 211.77 685.55 1,142.67 0.00 29,840.92 20,000.00 649.33	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88	0.99 2.89 0.93 0.24 0.00 0.68 0.01
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.353 Parking Alternatives 500.410 Communications 500.430 Electric Service	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.353 Parking Alternatives 500.410 Communications 500.430 Electric Service 500.431 Water Service	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.430 Electric Service 500.431 Water Service 500.461 Vehicle Maintenance	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.353 Parking Alternatives 500.410 Communications 500.431 Water Service 500.431 Water Service 500.462 Fuel	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 500.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 5000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.353 Parking Alternatives 500.410 Communications 500.430 Electric Service 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,000.00 4,320.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 4,320.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 4,320.00	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.430 Electric Service 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 4,320.00 49,388.00	42,835.00 2,753.00 8,916.00 3,428.00 0,00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 4,320.00 49,388.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 4,320.00	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.401 Communications 500.430 Electric Service 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency 500.506 Printing & Binding	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,000.00 4,320.00 49,388.00 500.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 4,000.00 4,320.00 49,388.00 500.00	3,295.00 211.77 685.55 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00 0.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00 0.00 0.00 83.33	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 4770.00 641.88 280.15 79.02 0.00 0.00 4,320.00 0.00	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.345 Contractual Services 500.345 Contractual Services 500.345 Professional Services 500.340 Communications 500.410 Communications 500.431 Water Service 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency 500.506 Printing & Binding	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00 0.00 41.67	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00 0.00 23.13	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00 0.00 0.00 0.00 83.33 33.33	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 4,320.00 0.00 0.00 73.18	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00 0.00 0.00
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.430 Electric Service 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency 500.506 Printing & Binding 500.508 Postage 500.510 Office Supplies	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00 1,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 500.00 4,320.00 49,388.00 500.00 2,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00 0.00 41.67 166.67 83.33	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00 0.00 23.13	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00 0.00 0.00 83.33 333.33	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 0.00 0.00 73.18	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00 0.00 0.22 0.00
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.410 Communications 500.430 Electric Service 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency 500.506 Printing & Binding 500.508 Postage 500.510 Office Supplies 500.525 Uniform Expense	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00 1,311.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00 1,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00 0.00 41.67 166.67 83.33 109.25	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00 23.13 0.00 62.24	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00 0.00 0.00 83.33 333.33 166.67 218.50	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 4,320.00 0.00 73.18 0.00 124.48	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00 0.00 0.00 0.0
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.430 Electric Service 500.431 Water Service 500.431 Water Service 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency 500.506 Printing & Binding 500.508 Postage 500.510 Office Supplies 500.533 Parking Meter Parts-Supplies	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00 1,000.00 1,311.00 34,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00 1,311.00 34,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00 0.00 0.00 41.67 166.67 83.33 109.25 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00 23.13 0.00 62.24 157.60	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00 0.00 0.00 83.33 333.33 166.67 218.50 9,000.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 4,320.00 0.00 73.18 0.00 124.48 157.60	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00 0.00 0.00 0.57 0.02
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.430 Electric Service 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.462 Service Maintenance Contracts 500.497 Contingency 500.506 Printing & Binding 500.508 Postage 500.510 Office Supplies 500.525 Uniform Expense 500.533 Parking Meter Parts-Supplies	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00 1,311.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 500.00 4,320.00 49,388.00 500.00 2,000.00 1,000.00 1,311.00 34,000.00 33,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 0.00 0.00 0.00 0.00 41.67 166.67 83.33 109.25 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 0.00 0.00 23.13 0.00 62.24 157.60 77.34	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00 0.00 0.00 83.33 333.33 166.67 218.50 9,000.00 2,600.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 0.00 0.00 0.00 73.18 0.00 124.48 157.60 7,417.27	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00 0.00 0.00 0.22 0.00 0.57 0.02 2.85
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.401 Communications 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency 500.508 Printing & Binding 500.509 Postage 500.510 Office Supplies 500.525 Uniform Expense 500.533 Parking Meter Parts-Supplies 500.550 Operating Expenses 500.550 Qapital Outlay - Design/Permit	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 500.00 4,320.00 49,388.00 500.00 2,000.00 1,000.00 1,311.00 34,000.00 33,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 49,388.00 2,000.00 1,000.00 1,311.00 34,000.00 33,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00 0.00 41.67 166.67 83.33 109.25 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00 23.13 0.00 62.24 157.60 77.34 0.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 0.00 0.00 0.00 0.00 0.00 83.33 333.33 166.67 218.50 9,000.00 2,600.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 4,320.00 0.00 73.18 0.00 124.48 157.60 7,417.27	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00 0.00 0.00 0.0
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.430 Electric Service 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency 500.508 Postage 500.508 Postage 500.505 Uniform Expense 500.533 Parking Meter Parts-Supplies 500.550 Operating Expenses 500.630 Cap Outlay Imp other than bldg	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,320.00 49,388.00 500.00 2,000.00 1,311.00 34,000.00 33,000.00 35,000.00 275,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 4,000.00 4,320.00 49,388.00 500.00 1,000.00 1,311.00 34,000.00 33,000.00 35,000.00 275,000.00	3,295.00 211.77 685.55 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00 0.00 41.67 166.67 83.33 109.25 0.00 1,000.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00 23.13 0.00 62.24 157.60 77.34 0.00 0.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 833.33 0.00 0.00 0.00 0.00 83.33 333.33 166.67 218.50 9,000.00 2,600.00 0.00 70,000.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 4,320.00 0.00 73.18 0.00 124.48 157.60 7,417.27 0.00	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00 0.00 0.00 0.22 0.00 0.57 0.02 2.85 0.00 0.00
Expenditures Dept: 545.000 Parking Operations 500.120 Regular Salaries 500.210 Employer FICA Taxes 500.220 Retirement 500.230 Group Insurance 500.315 Professional Services 500.345 Contractual Services 500.345 Parking Alternatives 500.410 Communications 500.401 Communications 500.431 Water Service 500.461 Vehicle Maintenance 500.462 Fuel 500.463 Service Maintenance Contracts 500.497 Contingency 500.508 Printing & Binding 500.509 Postage 500.510 Office Supplies 500.525 Uniform Expense 500.533 Parking Meter Parts-Supplies 500.550 Operating Expenses 500.550 Qapital Outlay - Design/Permit	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 4,000.00 500.00 4,320.00 49,388.00 500.00 2,000.00 1,000.00 1,311.00 34,000.00 33,000.00	42,835.00 2,753.00 8,916.00 3,428.00 0.00 358,091.00 50,000.00 7,792.00 3,000.00 5,000.00 4,000.00 49,388.00 2,000.00 1,000.00 1,311.00 34,000.00 33,000.00	3,295.00 211.77 685.85 1,142.67 0.00 29,840.92 20,000.00 649.33 250.00 416.67 0.00 0.00 0.00 41.67 166.67 83.33 109.25 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 31,560.82 470.00 78.60 280.15 39.73 0.00 0.00 4,320.00 0.00 23.13 0.00 62.24 157.60 77.34 0.00	1.99 5.79 1.87 0.48 0.00 1.06 0.02 0.12 1.12 0.10 0.00 0.00 0.00 0.00	6,590.00 423.54 1,371.69 2,285.33 0.00 59,681.83 40,000.00 1,298.67 500.00 0.00 0.00 0.00 0.00 0.00 83.33 333.33 166.67 218.50 9,000.00 2,600.00 0.00	6,556.88 1,225.70 1,282.00 552.19 611.00 40,353.64 470.00 641.88 280.15 79.02 0.00 0.00 4,320.00 0.00 73.18 0.00 124.48 157.60 7,417.27	0.99 2.89 0.93 0.24 0.00 0.68 0.01 0.49 0.56 0.09 0.00 0.00 0.00 0.00 0.00 0.00 0.0

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Item No. ____



Agenda Item Memorandum

Finance	Tony Bryan
Department	Department Director
COMMISSION MEETING	G DATE
☐ January 27, 2015 − Regul	ılar Meeting 7:00 PM
*S	Subject to Change
☐ Presentation ☐ Reports	Consent Ordinance
Resolution Quasi-Judicial	al Old Business New Business
FY2014 – PART OF THE STRA	ATEGIC PLAN

SUBJECT TITLE: December 2014 Finance Report

EXHIBITS:

- 1. Memo dated January 22, 2015 from Finance Director
- December Revenue Expenditure Report
 December Budget to Actual Report



LAUDERDALE-BY-THE-SEA

4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610 Telephone: (954) 640-4200 / Fax (954) 640-4236

Date: January 22, 2015

To: Town Commission

Via: Constance Hoffmann, Town Manager

From: Tony Bryan, Finance Director

Subject: December Finance Report

Attached please find the December 2014 financial report. At the end of December we were 25% through the fiscal year.

Following is a summary of the operating results through December.

Fund	Annual Budget	YTD Reve	nues % of Budget	YTD Expen	ditures % of Budget	Net Amount
General Fund	12,393,499	6,746,363	54.43%	2,935,141	23.68%	3,811,222
Police Fund	161,500	29	0.02%	155,467	96.26%	-155,438
Sewer Fund	1,181,300	84,230	7.13%	176,826	14.97%	-92,596
Fire Fund	999,918	816,228	81.63%	220,340	22.04%	595,888
Capital Fund	2,351,777	440,744	18.74%	481,926	20.49%	-41,182
Parking Fund	1,362,500	421,210	30.91%	144,338	10.59%	276,872
Grand Total	18,450,494	8,508,804	46.12%	4,114,039	22.30%	4,394,765

Notable items this month:

General Fund Revenues

- During the month of December we received the three property tax distributions totaling \$4,698,846.01, which is consistent with our expectations.
- Building permit revenues for the month totaled \$181,410. Minto Communities paid a \$152,078 permit fee in December for a \$7.2 million project to construct a 15 unit condo building at 4510 El Mar Drive. On a year to date basis, building permit revenues are 97% higher than anticipated.
- FP&L Franchise Fee revenue is generally received one month in arears, so the year-to-date total as of December 31 represents payments received for October and November activity (both of which were received in December). The total amount received thus far is \$120,125, which is 9% more than the amount received for the first months of the prior fiscal year and 26% more than our expectations.



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 During the month we received a payment of \$8,951 from the FMIT. This payment was not associated with a specific claim but rather represents a return of premium for fiscal year 2012-13.

General Fund Expenditures

- The Town Attorney's bill for November was approximately 26% less than expected. However, on a year-to-date basis billings from the Town Attorney are approximately 23% higher than anticipated (assuming uniform monthly billings), due to higher than normal billing in October.
- The substantial volume of Code changes approved the last six months have caused our budget for Municipal Code Codification to be overspent already.
- Now that a portion of our Warehouse is rented, we have to pay property taxes on that portion. The tenant made more substantial imporvements than planned and we forgot to budget for the new tax liability, so the operating expense account in Dept. 519 is overspent. We will cover that by a transfer from the contingencies and budget appropriately next year. When the lease comes up for renewal, we will seek changes in the terms to recoup some portion of the tax expense.

Sewer Fund

- As of January 22, we have not received the monthly payment from the City of Fort Lauderdale. As you may recall, the payment we received in November was 8% less than anticipated. We are continuing to monitor the situation.
- Year-to-date sewer billings from Pompano are in line with expectations.
- We received the annual rate adjustment letter from the City of Pompano Beach in late December. The letter indicates that for the 2015 calendar year the fixed monthly charge will be reduced by .07% and the volumetric rate per 1,000 gallons will increase by 4.3%. We estimate that the net result is that the Town will only pay approximately \$10,000 more for wastewater treatment during the last nine months of the fiscal year as a result of the rate adjustment (based on actual the actual volume of wastewater treated during January to September 2014).

Fire Fund

 During December we received three Fire Assessment Fee disbursements totaling \$631,861.

Parking Fund

 For the first three months of the year parking meter revenues are slightly ahead of expectations.



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Capital Fund

- During the month we transferred \$440,556.75 from the General Fund to the Capital Fund. This includes the regular budgeted transfer of \$407,556.75 and an additional \$33,000 from General Fund Contingencies to cover the cost of resurfacing and lighting for the tennis courts, as directed by the Commission at the December 9 meeting.
- During December there were significant expenditures related to the Bel Air Drainage Project (\$53,550), the Pine Avenue Drainage Project (\$43,217), and the Commercial Boulevard Realignment Project (\$138,611).

Please let me know if you have any questions or would like additional information.

For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance 380.200 Appropriated Fund Balance	1,495,769.00	1,495,769.00	0.00	0.00	0.00	1,495,769.00	0.0
380.206 Appropriated FB - Vehicle Res	60,014.00	60,014.00	0.00	0.00	0.00	60.014.00	0.0
	00,014.00	00,014.00	0.00	0.00	0.00	00,014.00	0.0
Appropriated Fund Balance	1,555,783.00	1,555,783.00	0.00	0.00	0.00	1,555,783.00	0.0
Dept: 301.000 Ad Valorem Property Taxes	0.000 44= 00	0.000 44= 00				4 0 4 0 0 0 = = 0	
311.100 Ad Valorem Property Taxes	6,980,417.00	6,980,417.00	5,770,021.50	4,698,846.01	0.00	1,210,395.50	82.7
Ad Valorem Property Taxes	6,980,417.00	6,980,417.00	5,770,021.50	4,698,846.01	0.00	1,210,395.50	82.7
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	780,000.00	780,000.00	144,173.98	70,349.71	0.00	635,826.02	18.5
311.440 Gas Utility Tax	14,000.00	14,000.00	1,848.43	1,013.94	0.00	12,151.57	13.2
314.300 Water Utility Tax	140,000.00	140,000.00	21,229.48	4,799.38	0.00	118,770.52	15.2
Utility Taxes	934,000.00	934,000.00	167,251.89	76,163.03	0.00	766,748.11	17.9
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	570,000.00	570,000.00	120,124.56	120,124.56	0.00	449,875.44	21.1
313.300 Waste Franchise Collection	67,000.00	67,000.00	15,763.58	15,763.58	0.00	51,236.42	23.5
313.301 Waste Franchise Adm-Fee	24,000.00	24,000.00	0.00	0.00	0.00	24,000.00	0.0
313.400 Gas Franchise	27,000.00	27,000.00	1,702.14	967.92	0.00	25,297.86	6.3
313.600 Towing Franchise Fees	1,100.00	1,100.00	160.00	90.00	0.00	940.00	14.5
- Franchise Taxes	689,100.00	689,100.00	137,750.28	136,946.06	0.00	551,349.72	20.0
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	62,000.00	62,000.00	53,382.78	39,786.55	0.00	8,617.22	86.1
321.110 Sidewalk Cafe ROW	33,000.00	33,000.00	350.00	0.00	0.00	32,650.00	1.1
322.100 Building Permits	675,000.00	675,000.00	333,074.44	181,410.65	0.00	341,925.56	49.3
322.105 Fire Review Fees	9,000.00	9,000.00	1,840.00	320.00	0.00	7,160.00	20.4
322.250 Zoning Permit & Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
322.400 Sign Permits	4,000.00	4,000.00	610.00	130.00	0.00	3,390.00	15.3
Licenses & Permits	785,000.00	785,000.00	389,257.22	221,647.20	0.00	395,742.78	49.6
Dept: 303.000 Intergovernmental Revenues	,	,	, .	,-		,	
311.120 Municipal Revenue Sharing	137,911.00	137,911.00	32,175.81	10,725.27	0.00	105,735.19	23.3
311.150 Alcoholic Beverage License	8,000.00	8,000.00	97.89	0.00	0.00	7,902.11	1.2
311.180 Sales Tax	393,931.00	393,931.00	61,231.46	31,183.41	0.00	332,699.54	15.5
312.405 Local Op Gas Tax 1 - 6 cent	62,702.00	62,702.00	10,454.52	5,339.64	0.00	52,247.48	16.7
312.410 Local Op Gas Tax 1 - 5 cent	45,180.00	45,180.00	7,404.35	3,792.76	0.00	37,775.65	16.4
315.100 Communication Service Tax	362,405.00	362,405.00	66,598.89	38,976.71	0.00	295,806.11	18.4
334.910 BCC-Senior Center Grant	16,462.00	16,462.00	0.00	0.00	0.00	16,462.00	0.0
334.914 BCC-Transporation Grant	51,350.00	51,350.00	0.00	0.00	0.00	51,350.00	0.0
334.915 FDOT-Reimbursable Grant	13,258.00	13,258.00	0.00	0.00	0.00	13,258.00	0.0
343.400 Recycling Revenue	28,000.00	28,000.00	4,388.16	2,006.69	0.00	23,611.84	15.7
Intergovernmental Revenues	1,119,199.00	1,119,199.00	182,351.08	92,024.48	0.00	936,847.92	16.3
Ÿ	1,119,199.00	1,119,199.00	102,331.00	92,024.40	0.00	930,047.92	10.3
Dept: 304.000 Charges for Services 343.902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
347.500 Tennis - Shuffle Key	8,600.00	8,600.00	5,348.98	1,786.56	0.00	3,251.02	62.2
Observe for Our form	40,000,00	40.000.00	5 240 00	4 700 50	0.00	5.054.00	
Charges for Services Dept: 305.000 Fines & Forfeitures	10,600.00	10,600.00	5,348.98	1,786.56	0.00	5,251.02	50.5
354.150 Fines, Traffic Violation, Citatio	35,000.00	35,000.00	6,424.38	3,268.55	0.00	28,575.62	18.4
354.160 Code Enforcement Fines	90,000.00	90,000.00	23,685.00	175.00	0.00	66,315.00	26.3
359.100 Other Fines & Alarms	11,000.00	11,000.00	104.00	100.00	0.00	10,896.00	0.9
Fines & Forfeitures	136,000.00	136,000.00	30,213.38	3,543.55	0.00	105,786.62	22.2
Dept: 306.000 Miscellaneous Revenues	100,000.00	100,000.00	30,210.00	0,070.00	0.00	100,100.02	
361.100 Interest Earnings	20,000.00	20,000.00	2,244.73	1,091.68	0.00	17,755.27	11.2
361.105 Interest - Emergency Reserve	2,000.00	2,000.00	29.91	10.32	0.00	1,970.09	1.5
362.000 Rent/Lease Royalties	55,000.00	55,000.00	14,699.76	4,741.86	0.00	40,300.24	26.7
366.100 Donations	8,000.00	8,000.00	19,483.00	537.00	0.00	-11,483.00	
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For the Period: 10/1/2014 to 12/31/2014 Fund: 001 - General Fund	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	60,000.00	60,000.00	10,000.87	3,784.63	0.00	49,999.13	16.7
369.200 Miscellaneous Applications	7,000.00	7,000.00	2,000.00	400.00	0.00	5,000.00	28.6
369.201 Miscellaneous MerchandiseSales	1,800.00	1,800.00	612.00	489.00	0.00	1,188.00	34.0
369.250 Recreational Activities Fee	1,500.00	1,500.00	95.00	30.00	0.00	1,405.00	6.3
369.500 Miscellaneous Lobbyist	600.00	600.00	100.00	100.00	0.00	500.00	16.7
369.901 Insurance Reimbursement	7,500.00	7,500.00	9,903.00	9,403.00	0.00	-2,403.00	132.0
		•					
Miscellaneous Revenues	163,400.00	163,400.00	59,168.27	20,587.49	0.00	104,231.73	36.2
Dept: 581.100 Interfund Transfers 380.115 Transfer from Fire - OH Costs	20,000.00	20,000.00	5,000.00	5,000.00	0.00	15,000.00	25.0
Interfund Transfers	20,000.00	20,000.00	5,000.00	5,000.00	0.00	15,000.00	25.0
Revenues	12,393,499.00	12,393,499.00	6,746,362.60	5,256,544.38	0.00	5,647,136.40	54.4
Evnandituras							
Expenditures Dept: 511.000 Commission							
500.110 Commission Salaries	59,091.00	59,091.00	12,555.72	4,329.56	0.00	46,535.28	21.2
500.210 Employer FICA Taxes	4,520.00	4,520.00	826.50	285.00	0.00	3,693.50	18.3
500.220 Retirement	21,320.00	21,320.00	4,680.26	1,787.88	0.00	16,639.74	22.0
500.230 Group Insurance	15,432.00	15,432.00	4,002.02	1,345.01	0.00	11,429.98	25.9
500.345 Contractual Services	4,000.00	4,000.00	675.00	240.00	0.00	3,325.00	16.9
500.510 Office Supplies	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	2,000.00	2,000.00	1,538.00	0.00	0.00	462.00	76.9
500.545 Training	3,000.00	3,000.00	175.00	0.00	0.00	2,825.00	5.8
500.550 Operating Expenses	3,900.00	3,900.00	155.82	81.42	0.00	3,744.18	4.0
500.640 Capital Outlay - Equipt & Mach	2,000.00	2,000.00	0.00	0.00	3,835.00	-1,835.00	191.8
	2,000.00	2,000.00	0.00	0.00	3,033.00	-1,055.00	131.0
Commission Dept: 511.100 Donation-Non Profits	115,863.00	115,863.00	24,608.32	8,068.87	3,835.00	87,419.68	24.5
500.820 Donations-Aids to Private Org	20,520.00	20,520.00	8,251.00	4,751.00	0.00	12,269.00	40.2
Donation-Non Profits	20,520.00	20,520.00	8,251.00	4,751.00	0.00	12,269.00	40.2
Dept: 511.200 Chamber/Facility							
500.120 Regular Salaries	10,348.00	10,348.00	2,123.70	926.90	0.00	8,224.30	20.5
500.210 Employer FICA Taxes	792.00	792.00	162.46	70.90	0.00	629.54	20.5
500.220 Retirement	730.00	730.00	167.99	73.32	0.00	562.01	23.0
500.230 Group Insurance	3,150.00	3,150.00	738.26	243.36	0.00	2,411.74	23.4
500.340 Sewer/Wastewater	2,000.00	2,000.00	383.33	149.79	0.00	1,616.67	19.2
500.345 Contractual Services	26,340.00	26,340.00	6,585.00	6,585.00	0.00	19,755.00	25.0
500.430 Electric Service	2,200.00	2,200.00	266.16	0.00	0.00	1,933.84	12.1
500.431 Water Service	2,500.00	2,500.00	373.02	146.07	0.00	2,126.98	14.9
500.520 Bldg. Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Chamber/Facility	51,060.00	51,060.00	10,799.92	8,195.34	0.00	40,260.08	21.2
Dept: 513.000 Administration	_						
500.120 Regular Salaries	599,805.00	599,805.00	122,793.33	42,946.07	0.00	477,011.67	20.5
500.140 Overtime Salaries	1,500.00	1,500.00	1,070.01	350.28	0.00	429.99	71.3
500.210 Employer FICA Taxes	42,544.00	42,544.00	5,567.08	1,972.80	0.00	36,976.92	13.1
500.220 Retirement	92,040.00	92,040.00	15,989.93	6,798.40	0.00	76,050.07	17.4
500.230 Group Insurance	82,676.00	82,676.00	22,969.56	6,185.15	0.00	59,706.44	27.8
500.315 Professional Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.320 Audit Expense	32,000.00	32,000.00	6,000.00	6,000.00	0.00	26,000.00	18.8
500.344 HR Expenses	1,800.00	1,800.00	333.10	68.10	0.00	1,466.90	18.5
500.345 Contractual Services	24,500.00	24,500.00	2,884.64	932.73	0.00	21,615.36	11.8
500.463 Service Maintenance Contracts	14,000.00	14,000.00	7,861.00	798.54	0.00	6,139.00	56.2
500.506 Printing & Binding	4,500.00	4,500.00	75.00	0.00	0.00	4,425.00	1.7
500.508 Postage	4,500.00	4,500.00	1,701.48	538.81	0.00	2,798.52	37.8
500.510 Office Supplies	5,000.00	5,000.00	926.66	467.06	0.00	4,073.34	18.5
500.540 Dues & Subscriptions	2,010.00	2,010.00	715.00	150.00	0.00	1,295.00	35.6
500.545 Training	5,000.00	5,000.00	938.25	511.00	0.00	4,061.75	18.8
	0,000.00	3,000.00	300.20	011.00	0.00	1,001.70	.0.0

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For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures Dept: 513.000 Administration							
500.550 Operating Expenses	7,000.00	7,000.00	1,058.70	46.75	0.00	5,941.30	15.1
500.640 Capital Outlay - Equipt & Mach	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Administration	931,875.00	931,875.00	190,883.74	67,765.69	0.00	740,991.26	20.5
Dept: 514.000 Town Attorney	055 000 00	055 000 00	44 000 00	10.040.40	0.00	040 400 00	40.4
500.310 Legal Expense	255,000.00	255,000.00	41,866.02	13,348.40	0.00	213,133.98	16.4
500.314 Litigation 500.319 Ethics Research, Training & Op	75,000.00 8,000.00	75,000.00 8,000.00	26,757.06 442.00	7,274.86 243.10	0.00 0.00	48,242.94 7,558.00	35.7 5.5
500.519 Ethics Research, Training & Op	8,000.00	6,000.00	442.00	243.10	0.00	7,556.00	5.5
Town Attorney	338,000.00	338,000.00	69,065.08	20,866.36	0.00	268,934.92	20.4
Dept: 519.000 General							
500.120 Regular Salaries	120,529.00	120,529.00	25,357.87	9,317.50	0.00	95,171.13	21.0
500.210 Employer FICA Taxes	9,058.00	9,058.00	1,623.98	-218.57	0.00	7,434.02	17.9
500.220 Retirement	15,726.00	15,726.00	4,897.28	2,367.79	0.00	10,828.72	31.1
500.230 Group Insurance	8,692.00	8,692.00	2,458.13	709.65	0.00	6,233.87	28.3
500.250 Unemployment Compensation	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.311 Advertisements	8,000.00	8,000.00	1,340.70	0.00	0.00	6,659.30	16.8
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.315 Professional Services	75,000.00	75,000.00	11,275.00	2,795.00	0.00	63,725.00	15.0
500.345 Contractual Services	6,000.00	6,000.00	11,826.41	6,015.79	0.00 0.00	-5,826.41	197.1
500.349 BusTransporation Contract	51,350.00 203,000.00	51,350.00 203,000.00	33,321.08 105,827.76	11,458.35	0.00	18,028.92 97,172.24	64.9 52.1
500.451 Auto, Property & Liability Ins 500.452 Workers Compensation Insur	35,000.00	35,000.00	17,520.01	31,278.17 8,775.00	0.00	17,479.99	52.1 50.1
500.452 Workers Compensation insul 500.463 Service Maintenance Contracts	13,500.00	13,500.00	6,862.13	1,400.00	0.00	6,637.87	50.1
500.497 Contingency	207,453.00	128,803.00	0.00	0.00	0.00	128,803.00	0.0
500.506 Printing & Binding	13,000.00	13,000.00	4,062.00	2,370.00	0.00	8,938.00	31.2
500.508 Postage	3,000.00	3,000.00	500.00	0.00	0.00	2,500.00	16.7
500.511 Computer Expense	40,000.00	40,000.00	9,289.70	2,563.09	0.00	30,710.30	23.2
500.540 Dues & Subscriptions	2,200.00	2,200.00	984.31	0.00	0.00	1,215.69	44.7
500.550 Operating Expenses	5,300.00	5,300.00	15,043.14	14,205.64	0.00	-9,743.14	283.8
500.552 Recycling and Solid Waste Exp	20,000.00	20,000.00	4,675.75	1,775.00	0.00	15,324.25	23.4
500.556 Bus Grant Matching Funds	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	0.0
500.640 Capital Outlay - Equipt & Mach	10,000.00	10,000.00	8,408.28	0.00	0.00	1,591.72	84.1
General	941,808.00	863,158.00	265,273.53	94,812.41	0.00	597,884.47	30.7
Dept: 519.100 Business Dev & Marketing	,	555,155155		- 1,- 1-111			
500.311 Advertisements	64,000.00	64,000.00	4,599.00	0.00	0.00	59,401.00	7.2
500.315 Professional Services	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
500.345 Contractual Services	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
500.495 Special Events	23,000.00	23,000.00	0.00	0.00	0.00	23,000.00	0.0
500.506 Printing & Binding	6,000.00	6,000.00	169.00	0.00	0.00	5,831.00	2.8
500.508 Postage	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.540 Dues & Subscriptions	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	1,507.99	780.00	0.00	18,492.01	7.5
500.630 Cap Outlay Imp other than bldg	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
Business Dev & Marketing	190,000.00	190,000.00	6,275.99	780.00	0.00	183,724.01	3.3
Dept: 521.000 Police Department		22,230.00	-,	. 20.00	3.33	,	
500.345 Contractual Services	3,851,095.00	3,851,095.00	962,527.90	320,924.58	0.00	2,888,567.10	25.0
500.352 Contract Services	7,500.00	7,500.00	4,996.19	4,996.19	0.00	2,503.81	66.6
500.354 FDLE Crime Suppression	1,038.00	1,038.00	0.00	0.00	0.00	1,038.00	0.0
500.460 Equipment Maintenance	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.520 Bldg. Maintenance	0.00	0.00	6,939.90	377.44	0.00	-6,939.90	0.0
500.624 Capital Outlay-Bldg. Improvemt	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.640 Capital Outlay - Equipt & Mach	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
Police Department	3,875,633.00	3,875,633.00	974,463.99	326,298.21	0.00	2,901,169.01	25.1
Dept: 523.000 Emergency Medical Services	,, -	, ,,,,,,,,,	,	,		, ,	-
500.345 Contractual Services	753,659.00	753,659.00	188,415.00	62,805.00	0.00	565,244.00	25.0
500.624 Capital Outlay-Bldg. Improvemt	1,000.00	1,000.00	3,603.80	3,040.30	0.00	-2,603.80	
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For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Emergency Medical Services	754,659.00	754,659.00	192,018.80	65,845.30	0.00	562,640.20	25.4
Dept: 524.000 Development Services							
500.120 Regular Salaries	208,152.00	208,152.00	46,924.07	16,155.74	0.00	161,227.93	22.5
500.121 Temporary Salaries/ Interns	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.140 Overtime Salaries	1,500.00	1,500.00	700.60	144.36	0.00	799.40	46.7
500.210 Employer FICA Taxes 500.220 Retirement	15,968.00 29,302.00	15,968.00 29,302.00	2,864.64 4,772.27	1,194.60 2,017.59	0.00 0.00	13,103.36 24,529.73	17.9 16.3
500.230 Group Insurance	32,388.00	32,388.00	4,772.27 8,518.77	2,017.59	0.00	23,869.23	26.3
500.230 Group insurance 500.315 Professional Services	97,000.00	97,000.00	3,495.65	2,370.65	14,500.00	79,004.35	18.6
500.345 Contractual Services	247,900.00	247,900.00	64,106.62	38,349.77	0.00	183,793.38	25.9
500.402 Building Permit Services	520,000.00	520,000.00	116,448.70	0.00	0.00	403,551.30	22.4
500.461 Vehicle Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.462 Fuel	1,300.00	1,300.00	290.31	61.00	0.00	1,009.69	22.3
500.463 Service Maintenance Contracts	7,000.00	7,000.00	484.04	158.34	0.00	6,515.96	6.9
500.506 Printing & Binding	1,500.00	1,500.00	117.51	137.51	0.00	1,382.49	7.8
500.508 Postage	6,500.00	6,500.00	1,068.53	570.98	0.00	5,431.47	16.4
500.510 Office Supplies	3,800.00	3,800.00	1,220.10	0.00	0.00	2,579.90	32.1
500.525 Uniform Expense	240.00	240.00	0.00	0.00	0.00	240.00	0.0
500.540 Dues & Subscriptions	631.00	631.00	0.00	0.00	0.00	631.00	0.0
500.545 Training	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	0.0
500.550 Operating Expenses	8,100.00	8,100.00	592.45	545.69	0.00	7,507.55	7.3
500.644 Capital Outlay-Vehicles	20,000.00	20,000.00	0.00	0.00	19,943.00	57.00	99.7
Development Services	1,207,581.00	1,207,581.00	251,604.26	64,367.69	34,443.00	921,533.74	23.7
Dept: 541.100 Mun Srvcs - Public Works Div							
500.120 Regular Salaries	689,866.00	689,866.00	143,525.25	49,628.06	0.00	546,340.75	20.8
500.140 Overtime Salaries	25,000.00	25,000.00	6,695.52	4,057.44	0.00	18,304.48	26.8
500.210 Employer FICA Taxes	54,687.00	54,687.00	11,316.35	4,077.93	0.00	43,370.65	20.7
500.220 Retirement	64,382.00	64,382.00	12,580.94	5,395.95	0.00	51,801.06	19.5
500.230 Group Insurance	139,363.00	139,363.00	29,860.73	9,917.06	0.00	109,502.27	21.4
500.315 Professional Services 500.340 Sewer/Wastewater	5,000.00 11,000.00	5,000.00 11,000.00	1,900.00 1,997.82	0.00 624.32	0.00 0.00	3,100.00 9,002.18	38.0 18.2
500.345 Contractual Services	84,204.00	84,204.00	28,062.70	17,214.00	4,420.00	51,721.30	38.6
500.410 Communications	14,000.00	14,000.00	2,608.37	915.85	0.00	11,391.63	18.6
500.430 Electric Service	47,000.00	47,000.00	6,943.85	0.00	0.00	40,056.15	14.8
500.431 Water Service	123,000.00	123,000.00	24,728.05	7,746.56	0.00	98,271.95	20.1
500.433 Electic Service-Streets	60,000.00	60,000.00	8,940.43	0.00	0.00	51,059.57	14.9
500.445 Equip Rent/Lease	10,000.00	10,000.00	1,303.75	1,303.75	0.00	8,696.25	13.0
500.460 Equipment Maintenance	34,488.00	34,488.00	4,315.49	3,612.24	0.00	30,172.51	12.5
500.461 Vehicle Maintenance	8,675.00	8,675.00	1,130.09	556.33	0.00	7,544.91	13.0
500.462 Fuel	25,000.00	25,000.00	4,183.73	1,140.88	0.00	20,816.27	16.7
500.463 Service Maintenance Contracts	9,600.00	9,600.00	562.50	400.00	0.00	9,037.50	5.9
500.470 Radio Maintenance	550.00	550.00	0.00	0.00	0.00	550.00	0.0
500.498 Storm Drain Rehab/Maint	90,000.00	90,000.00	6,597.25	1,776.00	0.00	83,402.75	7.3
500.508 Postage	315.00	315.00	95.10	1.19	0.00	219.90	30.2
500.510 Office Supplies	2,000.00	2,000.00	477.85	0.00	0.00	1,522.15	23.9
500.520 Bldg. Maintenance	50,000.00	50,000.00	8,812.44	3,107.68	0.00	41,187.56	17.6
500.525 Uniform Expense	5,500.00	5,500.00	1,396.61	703.33	0.00	4,103.39	25.4
500.529 Street Light Maintenance	13,258.00	13,258.00	4,886.64	0.00	0.00	8,371.36	36.9
500.530 Street Maint Repair Supply	25,000.00	25,000.00	995.17	154.86	0.00	24,004.83	4.0
500.531 Grounds Maint/Landscaping	45,000.00	45,000.00	8,881.45	1,953.68	0.00	36,118.55	19.7
500.532 Signs	10,000.00	10,000.00	2,116.78	1,700.00	0.00	7,883.22	21.2
500.534 Sidewalk Maint Repair	40,000.00	40,000.00	900.00	0.00	0.00	39,100.00	2.3
500.535 Flags	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.540 Dues & Subscriptions	725.00	725.00	215.00	215.00	0.00	510.00	29.7
500.545 Training	3,925.00	3,925.00	60.00	0.00	0.00	3,865.00	1.5
500.550 Operating Expenses	35,000.00	35,000.00	12,130.77	5,027.26	0.00	22,869.23	34.7
500.624 Capital Outlay-Bldg. Improvemt	0.00	28,150.00	28,150.00	0.00	0.00	0.00	100.0
500.630 Cap Outlay Imp other than bldg	14,960.00	14,960.00	0.00	0.00	0.00	14,960.00	0.0 6.1
500.640 Capital Outlay - Equipt & Mach 500.644 Capital Outlay-Vehicles	33,000.00	33,000.00	1,998.00 0.00	1,998.00 0.00	0.00 58 365 68	31,002.00 -365.68	6.1 100.6
000.044 Capital Outlay-Verlicles	58,000.00	58,000.00	0.00	0.00	58,365.68	-303.08	0.001

Item No. 8.c.

Town of Lauderdale by the Sea 1/22/2015
4:09 pm

For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Mun Srvcs - Public Works Div	1,833,498.00	1,861,648.00	368,368.63	123,227.37	62,785.68	1,430,493.69	23.2
Dept: 572.000 Recreation							
500.342 Senior Rec. Ctr. Contract	64,000.00	64,000.00	15,999.99	5,333.33	0.00	48,000.01	25.0
500.343 Beach Maintenance Contract	180,000.00	180,000.00	40,677.46	13,559.00	0.00	139,322.54	22.6
500.345 Contractual Services	43,000.00	43,000.00	0.00	0.00	0.00	43,000.00	0.0
500.347 Programs	17,000.00	17,000.00	3,065.92	1,267.00	0.00	13,934.08	18.0
500.430 Electric Service	2,750.00	2,750.00	187.68	0.00	0.00	2,562.32	6.8
500.460 Equipment Maintenance	10,000.00	10,000.00	274.34	131.84	0.00	9,725.66	2.7
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	68,500.00	86,000.00	34,091.01	17,611.54	0.00	51,908.99	39.6
500.510 Office Supplies	525.00	525.00	0.00	0.00	0.00	525.00	0.0
500.520 Bldg. Maintenance	15,000.00	15,000.00	86.73	0.00	0.00	14,913.27	0.6
500.536 Sea Oats	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.550 Operating Expenses	25,000.00	25,000.00	18,276.83	15,713.68	901.02	5,822.15	76.7
500.640 Capital Outlay - Equipt & Mach	58,000.00	58,000.00	20,311.00	13,961.00	6,296.00	31,393.00	45.9
Recreation	502,775.00	520,275.00	132,970.96	67,577.39	7,197.02	380,107.02	26.9
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	1,630,227.00	1,663,227.00	440,556.75	440,556.75	0.00	1,222,670.25	26.5
Interfund Transfers	1,630,227.00	1,663,227.00	440,556.75	440,556.75	0.00	1,222,670.25	26.5
Expenditures	12,393,499.00	12,393,499.00	2,935,140.97	1,293,112.38	108,260.70	9,350,097.33	24.6
Net Effect for General Fund Change in Fund Balance:	0.00	0.00	3,811,221.63 3,811,221.63	3,963,432.00	108,260.70	-3,702,960.93	0.0

For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 000.000 Appropriated Fund Balance 380.201 Carry Forward-LETF	161.500.00	161.500.00	0.00	0.00	0.00	161.500.00	0.0
	101,500.00	101,500.00	0.00	0.00	0.00	101,500.00	0.0
Appropriated Fund Balance	161,500.00	161,500.00	0.00	0.00	0.00	161,500.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.101 Interest (LETF)	0.00	0.00	17.28	7.81	0.00	-17.28	0.0
361.102 Interest (Training)	0.00	0.00	0.83	0.41	0.00	-0.83	0.0
369.100 Miscellaneous Revenues	0.00	0.00	11.37	0.00	0.00	-11.37	0.0
Miscellaneous Revenues	0.00	0.00	29.48	8.22	0.00	-29.48	0.0
Revenues	161,500.00	161,500.00	29.48	8.22	0.00	161,470.52	0.0
Expenditures							
Dept: 521.100 Police Dept. Confiscated							
500.410 Communications	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.640 Capital Outlay - Equipt & Mach	160,000.00	160,000.00	155,467.06	0.00	0.00	4,532.94	97.2
Police Dept. Confiscated	161,500.00	161,500.00	155,467.06	0.00	0.00	6,032.94	96.3
Expenditures	161,500.00	161,500.00	155,467.06	0.00	0.00	6,032.94	96.3
Net Effect for Special Revenue-Police Conf Change in Fund Balance:	0.00	0.00	-155,437.58 -155,437.58	8.22	0.00	155,437.58	0.0

Item No. 8.c.

For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer System-Maint, Renew, Repla							
Revenues							
Dept: 304.000 Charges for Services	1 100 000 00	1 100 000 00	04.070.40	0.00	0.00	1 005 007 00	7 1
343.500 Sewer Fees	1,180,000.00	1,180,000.00	84,072.12	0.00	0.00	1,095,927.88	7.1
Charges for Services	1,180,000.00	1,180,000.00	84,072.12	0.00	0.00	1,095,927.88	7.1
Dept: 306.000 Miscellaneous Revenues	4 200 00	4 200 00	457.67	70.54	0.00	4 440 22	10.1
361.100 Interest Earnings	1,300.00	1,300.00	157.67	78.51	0.00	1,142.33	12.1
Miscellaneous Revenues	1,300.00	1,300.00	157.67	78.51	0.00	1,142.33	12.1
Revenues	1,181,300.00	1,181,300.00	84,229.79	78.51	0.00	1,097,070.21	7.1
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	77,164.00	77,164.00	17,775.58	6,201.50	0.00	59,388.42	23.0
500.210 Employer FICA Taxes	5,574.00	5,574.00	1,099.88	387.76	0.00	4,474.12	19.7
500.220 Retirement	11,842.00	11,842.00	2,160.50	747.66	0.00	9,681.50	18.2
500.230 Group Insurance	9,395.00	9,395.00	2,259.70	764.91	0.00	7,135.30	24.1
500.315 Professional Services	14,800.00	14,800.00	0.00	0.00	0.00	14,800.00	0.0
500.340 Sewer/Wastewater	625,000.00	625,000.00	149,095.07	97,077.11	0.00	475,904.93	23.9
500.345 Contractual Services	15,470.00	15,470.00	1,339.01	0.00	0.00	14,130.99	8.7
500.435 Utilities	20,000.00	20,000.00	2,719.41	15.93	0.00	17,280.59	13.6
500.451 Auto, Property & Liability Ins	6,465.00	6,465.00	0.00	0.00	0.00	6,465.00	0.0
500.452 Workers Compensation Insur	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0.0
500.459 Sewer Lateral Line Maintenance	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.465 Pump Station Maintenance	5,000.00	5,000.00	377.00	377.00	0.00	4,623.00	7.5
500.497 Contingency	68,340.00	68,340.00	0.00	0.00	0.00	68,340.00	0.0
500.630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
500.640 Capital Outlay - Equipt & Mach	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.999 Contribution to Fund Balance	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Sanitary Sewers	1,156,300.00	1,156,300.00	176,826.15	105,571.87	0.00	979,473.85	15.3
Dept: 570.000 pumps,sewer lines,rehab	05.000.00	05 000 00	0.00	0.00	0.00	05 000 00	0.0
509.630 Emergency Sewer Replace	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
pumps,sewer lines,rehab	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
Expenditures	1,181,300.00	1,181,300.00	176,826.15	105,571.87	0.00	1,004,473.85	15.0
Net Effect for Sewer System-Maint,Renew,Repla Change in Fund Balance:	0.00	0.00	-92,596.36 -92,596.36	-105,493.36	0.00	92,596.36	0.0

For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation fromFireFd/Veh R	114,817.00	114,817.00	0.00	0.00	0.00	114,817.00	0.0
Appropriated Fund Balance	114,817.00	114,817.00	0.00	0.00	0.00	114,817.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	959,918.00	959,918.00	789,075.29	631,860.95	0.00	170,842.71	82.2
Fire Assessment	959,918.00	959,918.00	789,075.29	631,860.95	0.00	170,842.71	82.2
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	40,000.00	40,000.00	27,152.74	21,699.74	0.00	12,847.26	67.9
Charges for Services	40,000.00	40,000.00	27,152.74	21,699.74	0.00	12,847.26	67.9
Revenues	1,114,735.00	1,114,735.00	816,228.03	653,560.69	0.00	298,506.97	73.2
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	7,853.00	4,828.00	0.00	-1,853.00	130.9
500.315 Professional Services	7,500.00	7,500.00	3,053.50	0.00	0.00	4,446.50	40.7
500.320 Audit Expense	10,000.00	10,000.00	8,000.00	8,000.00	0.00	2,000.00	80.0
500.345 Contractual Services	783,235.00	783,235.00	195,808.74	65,269.58	0.00	587,426.26	25.0
500.520 Bldg. Maintenance	0.00	0.00	625.00	0.00	0.00	-625.00	0.0
500.640 Capital Outlay - Equipt & Mach	288,000.00	288,000.00	0.00	0.00	0.00	288,000.00	0.0
500.912 Transfer to General Fund	20,000.00	20,000.00	5,000.00	5,000.00	0.00	15,000.00	25.0
Fire Department	1,114,735.00	1,114,735.00	220,340.24	83,097.58	0.00	894,394.76	19.8
Expenditures	1,114,735.00	1,114,735.00	220,340.24	83,097.58	0.00	894,394.76	19.8
Net Effect for Fire Fund Change in Fund Balance:	0.00	0.00	595,887.79 595,887.79	570,463.11	0.00	-595,887.79	0.0

Item No. 8.c.

For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance 380.200 Appropriated Fund Balance	500,000.00	586,550.22	0.00	0.00	0.00	586,550.22	0.0
Appropriated Fund Balance	500,000.00	586,550.22	0.00	0.00	0.00	586,550.22	0.0
Dept: 303.000 Intergovernmental Revenues 334.926 FDOT JPAs	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Intergovernmental Revenues	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 306.000 Miscellaneous Revenues 361.100 Interest Earnings	2,000.00	2,000.00	187.70	86.96	0.00	1,812.30	9.4
Miscellaneous Revenues	2,000.00	2,000.00	187.70	86.96	0.00	1,812.30	9.4
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	1,630,227.00	1,663,227.00	440,556.75	440,556.75	0.00	1,222,670.25	26.5
Interfund Transfers	1,630,227.00	1,663,227.00	440,556.75	440,556.75	0.00	1,222,670.25	26.5
Revenues	2,232,227.00	2,351,777.22	440,744.45	440,643.71	0.00	1,911,032.77	18.7
Expenditures							
Dept: 519.000 General 500.120 Regular Salaries	59,150.00	59.150.00	12,381.33	4,105.37	0.00	46,768.67	20.9
500.210 Employer FICA Taxes	4,320.00	4,320.00	1,021.21	342.45	0.00	3.298.79	23.6
500.220 Retirement	13,230.00	13,230.00	2,320.65	1,046.77	0.00	10.909.35	17.5
500.230 Group Insurance	1,527.00	1,527.00	2,320.05	72.38	0.00	1,313.05	14.0
500.315 Professional Services	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
500.410 Communications	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.550 Operating Expenses	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
- Operating Expenses	2,000.00	2,000.00		0.00	0.00	2,000.00	0.0
General Dept: 519.152 Neighborhood Improvements	96,227.00	96,227.00	15,937.14	5,566.97	0.00	80,289.86	16.6
500.624 Capital Outlay-Bldg. Improvemt	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	0.0
500.629 Capital Outlay - Design/Permit	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
Neighborhood Improvements	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Dept: 519.161 Town Hall /Public Safety 500.630 Cap Outlay Imp other than bldg	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Town Hall /Public Safety	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Dept: 559.006 E Commercial Drain Streetscape							
500.630 Cap Outlay Imp other than bldg	0.00	33,000.00	22,962.60	22,962.60	0.00	10,037.40	69.6
E Commercial Drain Streetscape	0.00	33,000.00	22,962.60	22,962.60	0.00	10,037.40	69.6
Dept: 559.010 Underground Utiliities 500.630 Cap Outlay Imp other than bldg	170,000.00	170,000.00	0.00	0.00	0.00	170,000.00	0.0
Underground Utiliities	170,000.00	170,000.00	0.00	0.00	0.00	170,000.00	0.0
Dept: 559.020 Drainage- Bel Air Repairs							
500.629 Capital Outlay - Design/Permit 500.630 Cap Outlay Imp other than bldg	5,000.00 140,000.00	5,000.00 193,550.22	4,379.50 194,170.72	4,379.50 49,170.72	0.00 0.00	620.50 -620.50	87.6 100.3
	145,000.00	198,550.22	198,550.22	53,550.22	0.00	0.00	100.0
Dept: 559.022 Basin Drive Drainage	,	•		•			
500.629 Capital Outlay - Design/Permit	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
500.630 Cap Outlay Imp other than bldg	360,000.00	360,000.00	0.00	0.00	0.00	360,000.00	0.0
Basin Drive Drainage	405,000.00	405,000.00	0.00	0.00	0.00	405,000.00	0.0
Dept: 572.101 Beach Bathrooms 500.630 Cap Outlay Imp other than bldg	252,000.00	252,000.00	0.00	0.00	0.00	252,000.00	0.0
Beach Bathrooms	252,000.00	252,000.00	0.00	0.00	0.00	252,000.00	0.0

Town of Lauderdale by the Sea

1/22/2015 4:09 pm

For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund Expenditures							
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	110,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
Beach Renourishment	110,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
Dept: 576.124 Pine Avenue Drainage							
500.629 Capital Outlay - Design/Permit	5,000.00	5,000.00	2,174.40	1,924.40	0.00	2,825.60	43.5
500.630 Cap Outlay Imp other than bldg	100,000.00	140,000.00	47,051.90	41,292.90	89,503.10	3,445.00	97.5
Pine Avenue Drainage	105,000.00	145,000.00	49,226.30	43,217.30	89,503.10	6,270.60	95.7
Dept: 576.131 Commercial A1A to Seagrape							
500.629 Capital Outlay - Design/Permit	79,000.00	79,000.00	5,665.00	0.00	0.00	73,335.00	7.2
500.630 Cap Outlay Imp other than bldg	700,000.00	700,000.00	189,585.00	138,611.20	32,767.00	477,648.00	31.8
Commercial A1A to Seagrape	779,000.00	779,000.00	195,250.00	138,611.20	32,767.00	550,983.00	29.3
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	100,000.00	133,000.00	0.00	0.00	0.00	133,000.00	0.0
Friedt Park	100,000.00	133,000.00	0.00	0.00	0.00	133,000.00	0.0
Expenditures	2,232,227.00	2,351,777.22	481,926.26	263,908.29	122,270.10	1,747,580.86	25.7
Net Effect for Capital Project Fund Change in Fund Balance:	0.00	0.00	-41,181.81 -41,181.81	176,735.42	122,270.10	163,451.91	0.0

Item No. 8.c.

For the Period: 10/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 304.000 Charges for Services 344.500 Parking Permits	65,000.00	65,000.00	18,987.36	3,669.01	0.00	46,012.64	29.2
344.520 Parking Agreements	45,000.00	45,000.00	42,968.75	993.75	0.00	2,031.25	95.5
344.552 Ocean Front Meters	230,000.00	230,000.00	87,302.26	30,054.54	0.00	142,697.74	38.0
344.553 Commmercial Blvd. Meters	35,000.00	35,000.00	13,814.70	5,468.97	0.00	21,185.30	39.5
344.554 Parking Meters - Beach	115,000.00	115,000.00	24,665.01	9,259.21	0.00	90,334.99	21.4
344.556 El Prado Parking Lot	310,000.00	310,000.00	70,788.68	28,129.65	0.00	239,211.32	22.8
344.558 Town Hall Parking Lot	15,000.00	15,000.00	1,430.73	623.53	0.00	13,569.27	9.5
344.559 El Mar Parking Lot	150,000.00	150,000.00	47,326.42	17,038.14	0.00	102,673.58	31.6
344.560 A1A Parking Lot	150,000.00	150,000.00	48,363.93	19,504.13	0.00	101,636.07	32.2
344.561 FDOT Right of Way	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
344.562 Minto Parking Lot	15,000.00	15,000.00	25,093.60	9,412.86	0.00	-10,093.60	167.3
344.563 Bougainvilla/ Poinciana	105,000.00	105,000.00	22,348.00	8,888.65	0.00	82,652.00	21.3
Charges for Services	1,236,500.00	1,236,500.00	403,089.44	133,042.44	0.00	833,410.56	32.6
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	125,000.00	125,000.00	17,934.48	8,392.00	0.00	107,065.52	14.3
Fines & Forfeitures	125,000.00	125,000.00	17,934.48	8,392.00	0.00	107,065.52	14.3
Dept: 306.000 Miscellaneous Revenues	1,000.00	1,000.00	185.82	94.52	0.00	814.18	18.6
361.100 Interest Earnings		-					
Miscellaneous Revenues	1,000.00	1,000.00	185.82	94.52	0.00	814.18	18.6
Revenues	1,362,500.00	1,362,500.00	421,209.74	141,528.96	0.00	941,290.26	30.9
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	42,835.00	70,364.98	10,106.80	3,549.92	0.00	60,258.18	14.4
500.210 Employer FICA Taxes	2,753.00	4,859.00	1,922.34	696.64	0.00	2,936.66	39.6
500.220 Retirement	8,916.00	10,980.80	1,978.03	696.03	0.00	9,002.77	18.0
500.230 Group Insurance	3,428.00	9,928.00	838.67	286.48	0.00	9,089.33	8.4
500.315 Professional Services	0.00	0.00	32,011.00	31,400.00	0.00	-32,011.00	0.0
500.345 Contractual Services	358,091.00	319,890.22	60,890.46	20,536.82	0.00	258,999.76 27,570.00	19.0
500.353 Parking Alternatives 500.410 Communications	50,000.00	50,000.00	22,430.00	21,960.00	0.00		44.9
500.410 Communications 500.430 Electric Service	7,792.00 3,000.00	7,792.00 3,000.00	1,202.84 280.15	560.96 0.00	0.00 0.00	6,589.16 2,719.85	15.4 9.3
500.430 Electric Service 500.431 Water Service	5,000.00	5,000.00	118.75	39.73	0.00	4,881.25	9.3 2.4
500.451 Water Service 500.461 Vehicle Maintenance	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
500.461 Vehicle Maintenance	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.463 Service Maintenance Contracts	4,320.00	4,320.00	4,320.00	0.00	0.00	0.00	
500.497 Contingency	49,388.00	49,388.00	0.00	0.00	0.00	49,388.00	0.0
500.506 Printing & Binding	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.508 Postage	2,000.00	2,000.00	113.87	40.69	0.00	1,886.13	5.7
500.510 Office Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.525 Uniform Expense	1,311.00	1,311.00	186.72	62.24	0.00	1,124.28	14.2
500.533 Parking Meter Parts-Supplies	34,000.00	34,000.00	372.62	215.02	0.00	33,627.38	1.1
500.550 Operating Expenses	33,000.00	33,000.00	7,565.94	148.67	0.00	25,434.06	22.9
500.629 Capital Outlay - Design/Permit	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
500.630 Cap Outlay Imp other than bldg	275,000.00	275,000.00	0.00	0.00	0.00	275,000.00	0.0
500.999 Contribution to Fund Balance	440,666.00	440,666.00	0.00	0.00	0.00	440,666.00	0.0
Parking Operations	1,362,500.00	1,362,500.00	144,338.19	80,193.20	0.00	1,218,161.81	10.6
Expenditures	1,362,500.00	1,362,500.00	144,338.19	80,193.20	0.00	1,218,161.81	10.6
Net Effect for Parking Fund	0.00	0.00	276,871.55	61,335.76	0.00	-276,871.55	0.0
Change in Fund Balance:	5.00		276,871.55				
Grand Total	Net Effect: 0.00	0.00	4,394,765.22	4,666,481.15	230,530.80	-4,164,234.42	

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	DECEMBER BUDGET	DECEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 001 - General Fund Revenues	TK BODGET	TK BOBOLT	DODGET	ACTORE	BODGET	DODGET	AOTOAL	DODGET
Dept: 000.000 Appropriated Fund Balance	=							
380.200 Appropriated Fund Balance 380.206 Appropriated FB - Vehicle Res	1,495,769.00 60,014.00	1,495,769.00 60,014.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
Appropriated Fund Balance	1,555,783.00	1,555,783.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 301.000 Ad Valorem Property Taxes								
311.100 Ad Valorem Property Taxes Ad Valorem Property Taxes	6,980,417.00 6,980,417.00	6,980,417.00 6,980,417.00	4,307,424.35 4,307,424.35	4,698,846.01 4,698,846.01	1.09 1.09	5,307,424.35 5,307,424.35	5,770,021.50 5,770,021.50	1.09 1.09
Dept: 301.100 Utility Taxes								
311.101 FPL Utility Tax	780,000.00	780,000.00	65,000.00	70,349.71	1.08	130,000.00	144,173.98	1.11
311.440 Gas Utility Tax 314.300 Water Utility Tax	14,000.00 140,000.00	14,000.00 140,000.00	1,166.67 11,666.67	1,013.94 4,799.38	0.87 0.41	2,333.33 23,333.33	1,848.43 21.229.48	0.79 0.91
Utility Taxes	934,000.00	934,000.00	77,833.33	76,163.03	0.98	155,666.67	167,251.89	1.07
Dept: 301.600 Franchise Taxes								
313.100 FI Power & Light Franchise	570,000.00	570,000.00	47,500.00	120,124.56	2.53	95,000.00	120,124.56	1.26
313.300 Waste Franchise Collection 313.301 Waste Franchise Adm-Fee	67,000.00 24,000.00	67,000.00 24,000.00	5,583.33 2,000.00	15,763.58 0.00	2.82 0.00	11,166.67 4,000.00	15,763.58 0.00	1.41 0.00
313.400 Gas Franchise	27,000.00	27,000.00	2,250.00	967.92	0.43	4,500.00	1,702.14	0.38
313.600 Towing Franchise Fees	1,100.00	1,100.00	91.67	90.00	0.98	183.33	160.00	0.87
Franchise Taxes	689,100.00	689,100.00	57,425.00	136,946.06	2.38	114,850.00	137,750.28	1.20
Dept: 302.000 Licenses & Permits								
321.100 Business License Taxes 321.110 Sidewalk Cafe ROW	62,000.00 33,000.00	62,000.00 33,000.00	15,000.00 33,000.00	39,786.55 0.00	2.65 0.00	26,000.00 33,000.00	53,382.78 350.00	2.05 0.01
321.110 Sidewalk Care ROW 322.100 Building Permits	675,000.00	675,000.00	56,250.00	181,410.65	3.23	168,750.00	333,074.44	1.97
322.105 Fire Review Fees	9,000.00	9,000.00	750.00	320.00	0.43	2,250.00	1,840.00	0.82
322.250 Zoning Permit & Fees 322.400 Sign Permits	2,000.00 4,000.00	2,000.00 4,000.00	166.67 333.33	0.00 130.00	0.00 0.39	500.00 1,000.00	0.00 610.00	0.00 0.61
Licenses & Permits	785,000.00	785,000.00	105,500.00	221,647.20	2.10	231,500.00	389,257.22	1.68
Dept: 303.000 Intergovernmental Revenues								
311.120 Municipal Revenue Sharing	137,911.00	137,911.00	11,492.58	10,725.27	0.93	34,477.75	32,175.81	0.93
311.150 Alcoholic Beverage License	8,000.00	8,000.00	666.67	0.00	0.00	1,333.33	97.89	0.07
311.180 Sales Tax 312.405 Local Op Gas Tax 1 - 6 cent	393,931.00 62,702.00	393,931.00 62,702.00	32,827.58 5,225.17	31,183.41 5,339.64	0.95 1.02	65,655.17 10,450.33	61,231.46 10,454.52	0.93 1.00
312.410 Local Op Gas Tax 1 - 5 cent	45,180.00	45,180.00	3,765.00	3,792.76	1.01	7,530.00	7,404.35	0.98
315.100 Communication Service Tax	362,405.00	362,405.00	30,200.42	38,976.71	1.29	60,400.83	66,598.89	1.10
334.910 BCC-Senior Center Grant 334.914 BCC-Transporation Grant	16,462.00 51,350.00	16,462.00 51,350.00	0.00 12,837.50	0.00 0.00	0.00 0.00	0.00 12,837.50	0.00 0.00	0.00 0.00
334.915 FDOT-Reimbursable Grant	13,258.00	13,258.00	0.00	0.00	0.00	0.00	0.00	0.00
343.400 Recycling Revenue Intergovernmental Revenues	28,000.00 1,119,199.00	28,000.00 1,119,199.00	2,333.33 99,348.25	2,006.69 92,024.48	0.86 0.93	4,666.67 197,351.58	4,388.16 182,351.08	0.94 0.92
	1,119,199.00	1,113,133.00	39,340.23	32,024.40	0.33	197,331.30	102,331.00	0.92
Dept: 304.000 Charges for Services 343.902 Site Plan Application Fees	2,000.00	2,000.00	166.67	0.00	0.00	500.00	0.00	0.00
347.500 Tennis - Shuffle Key	8,600.00	8,600.00	716.67	1,786.56	2.49	2,150.00	5,348.98	2.49
Charges for Services	10,600.00	10,600.00	883.33	1,786.56	2.02	2,650.00	5,348.98	2.02
Dept: 305.000 Fines & Forfeitures								
354.150 Fines,TrafficViolation,Citatio 354.160 Code Enforcement Fines	35,000.00 90.000.00	35,000.00 90,000.00	2,916.67	3,268.55 175.00	1.12 0.02	8,750.00	6,424.38	0.73 1.05
359.100 Other Fines & Alarms	11.000.00	11,000.00	7,500.00 916.67	100.00	0.02	22,500.00 2,750.00	23,685.00 104.00	0.04
Fines & Forfeitures	136,000.00	136,000.00	11,333.33	3,543.55	0.31	34,000.00	30,213.38	0.89
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	20,000.00	20,000.00	1,666.67	1,091.68	0.66	3,333.33	2,244.73	0.67
361.105 Interest - Emergency Reserve 362.000 Rent/Lease Royalties	2,000.00 55,000.00	2,000.00 55,000.00	166.67 4,583.33	10.32 4,741.86	0.06 1.03	333.33 13,750.00	29.91 14,699.76	0.09 1.07
366.100 Donations	8,000.00	8,000.00	666.67	537.00	0.81	2,000.00	19,483.00	9.74
369.100 Miscellaneous Revenues	60,000.00	60,000.00	5,000.00	3,784.63	0.76	15,000.00	10,000.87	0.67
369.200 Miscellaneous Applications 369.201 Miscellaneous MerchandiseSales	7,000.00 1,800.00	7,000.00 1,800.00	583.33 150.00	400.00 489.00	0.69 3.26	1,750.00 450.00	2,000.00 612.00	1.14 1.36
369.250 Recreational Activities Fee	1,500.00	1,500.00	125.00	30.00	0.24	375.00	95.00	0.25
369.500 Miscellaneous Lobbyist	600.00	600.00	0.00	100.00	0.00	0.00	100.00	0.00
369.901 Insurance Reimbursement Miscellaneous Revenues	7,500.00 163,400.00	7,500.00 163,400.00	625.00 13,566.67	9,403.00 20,587.49	15.04 1.52	1,875.00 38,866.67	9,903.00 59,168.27	5.28 1.52
Dept: 581.100 Interfund Transfers 380.115 Transfer from Fire - OH Costs	20,000.00	20,000.00	5,000.00	5,000.00	1.00	5,000.00	5,000.00	1.00
Interfund Transfers	20,000.00	20,000.00	5,000.00	5,000.00	1.00	5,000.00	5,000.00	1.00
Revenues	12,393,499.00	12,393,499.00	4,678,314.27	5,256,544.38	1.12	6,087,309.27	6,746,362.60	1.11
Expenditures								
Dept: 511.000 Commission								
500.110 Commission Salaries	59,091.00	59,091.00	4,545.46	4,329.56	0.95	13,636.38	12,555.72	0.92
500.210 Employer FICA Taxes 500.220 Retirement	4,520.00 21,320.00	4,520.00 21,320.00	347.69 1,640.00	285.00 1,787.88	0.82 1.09	1,043.08 4,920.00	826.50 4,680.26	0.79 0.95
500.230 Group Insurance	15,432.00	15,432.00	1,286.00	1,345.01	1.05	3,858.00	4,002.02	1.04
500.345 Contractual Services	4,000.00	4,000.00	333.33	240.00	0.72	1,000.00	675.00	0.68
500.510 Office Supplies 500.540 Dues & Subscriptions	600.00 2,000.00	600.00 2,000.00	50.00 166.67	0.00 0.00	0.00 0.00	150.00 500.00	0.00 1,538.00	0.00 3.08
500.545 Training	3,000.00	3,000.00	250.00	0.00	0.00	750.00	175.00	0.23
500.550 Operating Expenses	3,900.00	3,900.00	325.00	81.42	0.25	975.00	155.82	0.16
500.640 Capital Outlay - Equipt & Mach Commission	2,000.00 115,863.00	2,000.00 115,863.00	166.67 9,110.82	0.00 8,068.87	0.00	500.00 27,332.46	0.00 24,608.32	0.00
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	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	DECEMBER BUDGET	DECEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Dept: 511.100 Donation-Non Profits								
500.820 Donations-Aids to Private Org Donation-Non Profits	20,520.00 20,520.00	20,520.00 20,520.00	0.00	4,751.00 4,751.00	0.00	0.00	8,251.00 8,251.00	0.00
Donation-North Tolks	20,320.00	20,320.00	0.00	4,731.00	0.00	0.00	0,201.00	0.00
Dept: 511.200 Chamber/Facility	40.240.00	10.348.00	700.00	000.00	4.40	2 200 00	0.400.70	0.00
500.120 Regular Salaries 500.210 Employer FICA Taxes	10,348.00 792.00	792.00	796.00 60.92	926.90 70.90	1.16 1.16	2,388.00 182.77	2,123.70 162.46	0.89 0.89
500.220 Retirement	730.00	730.00	56.15	73.32	1.31	168.46	167.99	1.00
500.230 Group Insurance	3,150.00 2,000.00	3,150.00	262.50 166.67	243.36 149.79	0.93 0.90	787.50 500.00	738.26 383.33	0.94
500.340 Sewer/Wastewater 500.345 Contractual Services	26,340.00	2,000.00 26,340.00	2,195.00	6,585.00	3.00	6,585.00	6,585.00	0.77 1.00
500.430 Electric Service	2,200.00	2,200.00	183.33	0.00	0.00	550.00	266.16	0.48
500.431 Water Service 500.520 Bldg. Maintenance	2,500.00 3,000.00	2,500.00 3,000.00	208.33 250.00	146.07 0.00	0.70 0.00	625.00 750.00	373.02 0.00	0.60 0.00
Chamber/Facility	51,060.00	51,060.00	4,178.91	8,195.34	1.96	12,536.73	10,799.92	0.86
5								
Dept: 513.000 Administration 500.120 Regular Salaries	599,805.00	599,805.00	46,138.85	42,946.07	0.93	138,416.54	122,793.33	0.89
500.140 Overtime Salaries	1,500.00	1,500.00	115.38	350.28	3.04	346.15	1,070.01	3.09
500.210 Employer FICA Taxes	42,544.00	42,544.00	3,272.62	1,972.80	0.60	9,817.85	5,567.08	0.57
500.220 Retirement 500.230 Group Insurance	92,040.00 82,676.00	92,040.00 82,676.00	7,080.00 6,889.67	6,798.40 6,185.15	0.96 0.90	21,240.00 20,669.00	15,989.93 22,969.56	0.75 1.11
500.315 Professional Services	10,000.00	10,000.00	833.33	0.00	0.00	2,500.00	0.00	0.00
500.320 Audit Expense	32,000.00	32,000.00	9,500.00	6,000.00	0.63	13,000.00	6,000.00	0.46
500.344 HR Expenses 500.345 Contractual Services	1,800.00 24,500.00	1,800.00 24,500.00	150.00 2,041.67	68.10 932.73	0.45 0.46	450.00 6,125.00	333.10 2,884.64	0.74 0.47
500.463 Service Maintenance Contracts	14,000.00	14,000.00	1,166.67	798.54	0.68	3,500.00	7,861.00	2.25
500.506 Printing & Binding	4,500.00	4,500.00	375.00	0.00	0.00	1,125.00	75.00	0.07
500.508 Postage 500.510 Office Supplies	4,500.00 5,000.00	4,500.00 5,000.00	375.00 416.67	538.81 467.06	1.44 1.12	1,125.00 1,250.00	1,701.48 926.66	1.51 0.74
500.540 Dues & Subscriptions	2,010.00	2,010.00	167.50	150.00	0.90	502.50	715.00	1.42
500.545 Training	5,000.00	5,000.00	416.67	511.00	1.23	1,250.00	938.25	0.75
500.550 Operating Expenses 500.640 Capital Outlay - Equipt & Mach	7,000.00 3,000.00	7,000.00 3,000.00	583.33 250.00	46.75 0.00	0.08 0.00	1,750.00 750.00	1,058.70 0.00	0.60 0.00
Administration	931,875.00	931,875.00	79,772.35	67,765.69	0.85	223,817.04	190,883.74	0.85
B								
Dept: 514.000 Town Attorney 500.310 Legal Expense	255,000.00	255,000.00	21,250.00	13,348.40	0.63	42,500.00	41,866.02	0.99
500.314 Litigation	75,000.00	75,000.00	6,250.00	7,274.86	1.16	12,500.00	26,757.06	2.14
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	666.67	243.10	0.36	1,333.33	442.00	0.33
Town Attorney	338,000.00	338,000.00	28,166.67	20,866.36	0.74	56,333.33	69,065.08	1.23
Dept: 519.000 General								
500.120 Regular Salaries	120,529.00	120,529.00	9,271.46	9,317.50	1.00	27,814.38	25,357.87	0.91
500.210 Employer FICA Taxes 500.220 Retirement	9,058.00 15,726.00	9,058.00 15,726.00	696.77 1,209.69	-218.57 2,367.79	-0.31 1.96	2,090.31 3,629.08	1,623.98 4,897.28	0.78 1.35
500.230 Group Insurance	8,692.00	8,692.00	724.33	709.65	0.98	2,173.00	2,458.13	1.13
500.250 Unemployment Compensation	5,000.00	5,000.00	1,250.00	0.00	0.00	1,250.00	0.00	0.00
500.311 Advertisements 500.313 Legal Exp- Other Issues	8,000.00 5,000.00	8,000.00 5,000.00	666.67 416.67	0.00 0.00	0.00 0.00	2,000.00 1,250.00	1,340.70 0.00	0.67 0.00
500.315 Professional Services	75,000.00	75,000.00	6,250.00	2,795.00	0.45	18,750.00	11,275.00	0.60
500.345 Contractual Services	6,000.00	6,000.00	500.00	6,015.79	12.03	1,500.00	11,826.41	7.88
500.349 BusTransporation Contract 500.451 Auto, Property & Liability Ins	51,350.00 203,000.00	51,350.00 203,000.00	0.00 50,750.00	11,458.35 31,278.17	0.00 0.62	0.00 101,500.00	33,321.08 105.827.76	0.00 1.04
500.452 Workers Compensation Insur	35,000.00	35,000.00	0.00	8,775.00	0.00	8,750.00	17,520.01	2.00
500.463 Service Maintenance Contracts	13,500.00	13,500.00	1,125.00	1,400.00	1.24	3,375.00	6,862.13	2.03
500.497 Contingency 500.506 Printing & Binding	207,453.00 13,000.00	128,803.00 13,000.00	0.00 1,083.33	0.00 2,370.00	0.00 2.19	0.00 3,250.00	0.00 4,062.00	0.00 1.25
500.508 Postage	3,000.00	3,000.00	250.00	0.00	0.00	750.00	500.00	0.67
500.511 Computer Expense	40,000.00	40,000.00	3,333.33	2,563.09	0.77	10,000.00	9,289.70	0.93
500.540 Dues & Subscriptions 500.550 Operating Expenses	2,200.00 5,300.00	2,200.00 5,300.00	183.33 441.67	0.00 14,205.64	0.00 32.16	550.00 1,325.00	984.31 15,043.14	1.79 11.35
500.552 Recycling and Solid Waste Exp	20,000.00	20,000.00	20,000.00	1,775.00	0.09	20,000.00	4,675.75	0.23
500.556 Bus Grant Matching Funds	85,000.00	85,000.00	11,362.50	0.00	0.00	34,087.50	0.00	0.00
500.640 Capital Outlay - Equipt & Mach General	10,000.00 941,808.00	10,000.00 863,158.00	833.33 110,348.09	0.00 94,812.41	0.00 0.86	2,500.00 246,544.27	8,408.28 265,273.53	3.36 1.08
	,	,	.,.			-,-	,	
Dept: 519.100 Business Dev & Marketing 500.311 Advertisements	64,000.00	64 000 00	5.333.33	0.00	0.00	16 000 00	4 500 00	0.29
500.311 Adventisements 500.315 Professional Services	45,000.00	64,000.00 45,000.00	3,750.00	0.00	0.00 0.00	16,000.00 11,250.00	4,599.00 0.00	0.29
500.345 Contractual Services	14,000.00	14,000.00	1,166.67	0.00	0.00	3,500.00	0.00	0.00
500.495 Special Events	23,000.00	23,000.00	1,916.67	0.00	0.00	5,750.00	0.00	0.00
500.506 Printing & Binding 500.508 Postage	6,000.00 1,000.00	6,000.00 1,000.00	500.00 83.33	0.00 0.00	0.00 0.00	1,500.00 250.00	169.00 0.00	0.11 0.00
500.540 Dues & Subscriptions	2,000.00	2,000.00	166.67	0.00	0.00	500.00	0.00	0.00
500.550 Operating Expenses	20,000.00	20,000.00	1,666.67	780.00	0.47	5,000.00	1,507.99	0.30
500.630 Cap Outlay Imp other than bldg Business Dev & Marketing	15,000.00 190,000.00	15,000.00 190,000.00	-33,000.00 -18,416.67	0.00 780.00	0.00 -0.04	15,000.00 58,750.00	0.00 6,275.99	0.00
	, 500.00		-, -, -, -, -, -, -, -, -, -, -, -, -, -	. 23.00	2.0.	,	,, · 2.00	
Dept: 521.000 Police Department 500.345 Contractual Services	3,851,095.00	3,851,095.00	320,924.58	320,924.58	1.00	962,773.75	962,527.90	1.00
500.345 Contractual Services 500.352 Contract Services	7,500.00	7,500.00	625.00	4,996.19	7.99	1,875.00	4,996.19	2.66
500.354 FDLE Crime Suppression	1,038.00	1,038.00	86.50	0.00	0.00	259.50	0.00	0.00
500.460 Equipment Maintenance 500.520 Bldg. Maintenance	6,000.00	6,000.00	500.00	0.00	0.00	1,500.00	0.00	0.00
500.520 Bidg. Maintenance 500.624 Capital Outlay-Bldg Improvemt	0.00 7 500 00	0.00 7.500.00	0.00 625.00	377.44 0.00	0.00 0.00	0.00 1 875 00	6,939.90 0.00	0.00 0.00
500 640 Capital Outlay - Fouint & Mach	2 500 00 3,875,633.00	2.500.00 3,875,633.00	208.33 322,969.42	0.00	0.00 1.01	625.00	0.00 974,463.99	0.00
Police Department	5,075,055.00	5,675,055.00	522,303.42	326,298.21	1.01	968,908.25	ĕr+,+∪5.∀∀	1.01

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	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	DECEMBER BUDGET	DECEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Dept: 523.000 Emergency Medical Services 500.345 Contractual Services	753,659.00	753,659.00	62,804.92	62,805.00	1.00	188,414.75	188,415.00	1.00
500.624 Capital Outlay-Bldg. Improvemt Emergency Medical Services	1,000.00 754,659.00	1,000.00 754,659.00	83.33 62,888.25	3,040.30 65,845.30	36.48 1.05	250.00 188,664.75	3,603.80 192,018.80	14.42 1.02
Dept: 524.000 Development Services								
500.120 Regular Salaries	208,152.00	208,152.00	16,011.69	16,155.74	1.01	48,035.08	46,924.07	0.98
500.121 Temporary Salaries/ Interns 500.140 Overtime Salaries	1,500.00	1,500.00	115.38	0.00	0.00 1.25	346.15	0.00 700.60	0.00
500.210 Employer FICA Taxes	1,500.00 15,968.00	1,500.00 15,968.00	115.38 1,228.31	144.36 1,194.60	0.97	346.15 3,684.92	2,864.64	2.02 0.78
500.220 Retirement	29,302.00	29,302.00	2,254.00	2,017.59	0.90	6,762.00	4,772.27	0.71
500.230 Group Insurance	32,388.00	32,388.00	2,699.00	2,661.46	0.99	8,097.00	8,518.77	1.05
500.315 Professional Services 500.345 Contractual Services	97,000.00 247,900.00	97,000.00 247,900.00	8,083.33 20,658.33	2,370.65 38,349.77	0.29 1.86	24,250.00 61,975.00	3,495.65 64,106.62	0.14 1.03
500.402 Building Permit Services	520,000.00	520,000.00	43,333.33	0.00	0.00	130,000.00	116,448.70	0.90
500.461 Vehicle Maintenance	2,000.00	2,000.00	166.67	0.00	0.00	500.00	0.00	0.00
500.462 Fuel	1,300.00	1,300.00	108.33	61.00	0.56	325.00	290.31	0.89
500.463 Service Maintenance Contracts 500.506 Printing & Binding	7,000.00 1,500.00	7,000.00 1,500.00	583.33 125.00	158.34 137.51	0.27 1.10	1,750.00 375.00	484.04 117.51	0.28 0.3
500.508 Postage	6,500.00	6,500.00	541.67	570.98	1.05	1,625.00	1,068.53	0.66
500.510 Office Supplies	3,800.00	3,800.00	316.67	0.00	0.00	950.00	1,220.10	1.28
500.525 Uniform Expense 500.540 Dues & Subscriptions	240.00 631.00	240.00 631.00	20.00 52.58	0.00 0.00	0.00 0.00	60.00 157.75	0.00 0.00	0.00
500.545 Training	2,800.00	2,800.00	233.33	0.00	0.00	700.00	0.00	0.00
500.550 Operating Expenses	8,100.00	8,100.00	675.00	545.69	0.81	2,025.00	592.45	0.29
500.644 Capital Outlay-Vehicles	20,000.00	20,000.00	1,666.67	0.00	0.00	0.00	0.00	0.00
Development Services	1,207,581.00	1,207,581.00	98,988.02	64,367.69	0.65	291,964.06	251,604.26	0.80
Dept: 541.100 Mun Srvcs - Public Works Div 500.120 Regular Salaries	689,866.00	689,866.00	53,066.62	49.628.06	0.94	159,199.85	143.525.25	0.90
500.120 Regular Salaries 500.140 Overtime Salaries	25,000.00	25.000.00	1,923.08	4,057.44	2.11	5,769.23	6,695.52	1.1
500.210 Employer FICA Taxes	54,687.00	54,687.00	4,206.69	4,077.93	0.97	12,620.08	11,316.35	0.9
500.220 Retirement	64,382.00	64,382.00	4,952.46	5,395.95	1.09	14,857.38	12,580.94	0.8
500.230 Group Insurance 500.315 Professional Services	139,363.00 5,000.00	139,363.00 5,000.00	11,613.58 416.67	9,917.06 0.00	0.85 0.00	34,840.75 1,250.00	29,860.73 1,900.00	0.8 1.5
500.340 Sewer/Wastewater	11,000.00	11,000.00	916.67	624.32	0.68	2,750.00	1,997.82	0.7
500.345 Contractual Services	84,204.00	84,204.00	7,017.00	17,214.00	2.45	21,051.00	28,062.70	1.3
500.410 Communications	14,000.00	14,000.00	1,166.67	915.85	0.79	3,500.00	2,608.37	0.7
500.430 Electric Service 500.431 Water Service	47,000.00 123,000.00	47,000.00 123,000.00	3,916.67 10,250.00	0.00 7,746.56	0.00 0.76	11,750.00 30,750.00	6,943.85 24,728.05	0.5 0.8
500.433 Electic Service-Streets	60,000.00	60,000.00	5,000.00	0.00	0.00	15,000.00	8,940.43	0.6
500.445 Equip Rent/Lease	10,000.00	10,000.00	833.33	1,303.75	1.56	2,500.00	1,303.75	0.5
500.460 Equipment Maintenance	34,488.00	34,488.00	2,874.00	3,612.24	1.26	8,622.00	4,315.49	0.5
500.461 Vehicle Maintenance 500.462 Fuel	8,675.00 25,000.00	8,675.00 25,000.00	722.92 2,083.33	556.33 1,140.88	0.77 0.55	2,168.75 6,250.00	1,130.09 4,183.73	0.52 0.67
500.463 Service Maintenance Contracts	9,600.00	9,600.00	800.00	400.00	0.50	2,400.00	562.50	0.2
500.470 Radio Maintenance	550.00	550.00	45.83	0.00	0.00	137.50	0.00	0.00
500.498 Storm Drain Rehab/Maint	90,000.00	90,000.00	7,500.00	1,776.00	0.24	22,500.00	6,597.25	0.2
500.508 Postage 500.510 Office Supplies	315.00 2,000.00	315.00 2,000.00	26.25 166.67	1.19 0.00	0.05 0.00	78.75 500.00	95.10 477.85	1.2 0.9
500.520 Bldg. Maintenance	50,000.00	50,000.00	4,166.67	3,107.68	0.75	12,500.00	8,812.44	0.7
500.525 Uniform Expense	5,500.00	5,500.00	458.33	703.33	1.53	1,375.00	1,396.61	1.0
500.529 Street Light Maintenance 500.530 Street Maint Repair Supply	13,258.00	13,258.00	1,104.83	0.00	0.00	3,314.50	4,886.64	1.4
500.530 Street Maint Repair Supply 500.531 Grounds Maint/Landscaping	25,000.00 45,000.00	25,000.00 45,000.00	2,083.33 3,750.00	154.86 1,953.68	0.07 0.52	6,250.00 11,250.00	995.17 8,881.45	0.1 0.7
500.532 Signs	10,000.00	10,000.00	833.33	1,700.00	2.04	2,500.00	2,116.78	0.8
500.534 Sidewalk Maint Repair	40,000.00	40,000.00	3,333.33	0.00	0.00	10,000.00	900.00	0.0
500.535 Flags	1,000.00 725.00	1,000.00	83.33 60.42	0.00 215.00	0.00 3.56	250.00 181.25	0.00	0.0 1.1
500.540 Dues & Subscriptions 500.545 Training	725.00 3,925.00	725.00 3,925.00	327.08	0.00	0.00	981.25	215.00 60.00	0.0
500.550 Operating Expenses	35,000.00	35,000.00	2,916.67	5,027.26	1.72	8,750.00	12,130.77	1.3
500.624 Capital Outlay-Bldg. Improvemt	0.00	28,150.00	2,345.83	0.00	0.00	0.00	28,150.00	0.0
500.630 Cap Outlay Imp other than bldg 500.640 Capital Outlay - Equipt & Mach	14,960.00 33,000.00	14,960.00 33,000.00	1,246.67 2,750.00	0.00 1,998.00	0.00 0.73	0.00 8,250.00	0.00 1,998.00	0.0 0.2
500.640 Capital Outlay - Equipt & Mach 500.644 Capital Outlay-Vehicles	58,000.00	58,000.00	2,750.00	1,998.00	0.73	58,000.00	1,998.00	0.2
Mun Srvcs - Public Works Div	1,833,498.00	1,861,648.00	144,958.26	123,227.37	0.85	482,097.29	368,368.63	0.7
Dept: 572.000 Recreation								
500.342 Senior Rec. Ctr. Contract	64,000.00	64,000.00	5,333.33	5,333.33	1.00	16,000.00	15,999.99	1.0
500.343 Beach Maintenance Contract 500.345 Contractual Services	180,000.00 43,000.00	180,000.00 43,000.00	15,000.00 3,583.33	13,559.00 0.00	0.90 0.00	45,000.00 10,750.00	40,677.46 0.00	0.0
500.347 Programs	17,000.00	17,000.00	1,416.67	1,267.00	0.89	4,250.00	3,065.92	0.0
500.430 Electric Service	2,750.00	2,750.00	229.17	0.00	0.00	687.50	187.68	0.2
500.460 Equipment Maintenance	10,000.00	10,000.00	833.33	131.84	0.16	2,500.00	274.34	0.1
500.469 Buoy Maintenance 500.495 Special Events	9,000.00 68,500.00	9,000.00 86,000.00	750.00 7,166.67	0.00 17,611.54	0.00 2.46	2,250.00 21,500.00	0.00 34,091.01	0.0
500.495 Special Events 500.510 Office Supplies	525.00	86,000.00 525.00	7,166.67 43.75	17,611.54 0.00	0.00	21,500.00 131.25	34,091.01 0.00	1.5 0.0
500.520 Bldg. Maintenance	15,000.00	15,000.00	1,250.00	0.00	0.00	3,750.00	86.73	0.0
500.536 Sea Oats	10,000.00	10,000.00	833.33	0.00	0.00	0.00	0.00	0.0
500.550 Operating Expenses	25,000.00	25,000.00	2,083.33	15,713.68	7.54	6,250.00	18,276.83	2.9
500.640 Capital Outlay - Equipt & Mach Recreation	58,000.00 502,775.00	58,000.00 520,275.00	-4,000.00 34,522.92	13,961.00 67,577.39	-3.49 1.96	58,000.00 171,068.75	20,311.00 132,970.96	0.3 0.7
			-				•	
Dent. 504 400 Interfered Toronton								
Dept: 581.100 Interfund Transfers 500.910 Transfer to CIP Fund	1,630,227.00	1,663,227.00	415,806.75	440,556.75	1.06	415,806.75	440,556.75	1.00
	1,630,227.00 1,630,227.00	1,663,227.00 1,663,227.00	415,806.75 415,806.75	440,556.75 440,556.75	1.06 1.06	415,806.75 415,806.75	440,556.75 440,556.75	1.06

Budget to Actual Report For the month of December 2014

Item No. 8.c.

Fund: 101 - Special Revenue-Police Conf	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	DECEMBER BUDGET	DECEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.201 Carry Forward-LETF	161,500.00	161,500.00	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance	161,500.00	161,500.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 306.000 Miscellaneous Revenues								
361.101 Interest (LETF)	0.00	0.00	0.00	7.81	0.00	0.00	17.28	0.00
361.102 Interest (Training)	0.00	0.00	0.00	0.41	0.00	0.00	0.83	0.00
369.100 Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00	0.00	11.37	0.00
Miscellaneous Revenues	0.00	0.00	0.00	8.22	0.00	0.00	29.48	0.00
Revenues	161,500.00	161,500.00	0.00	8.22	0.00	0.00	29.48	0.00
Expenditures								
Dept: 521.100 Police Dept. Confiscated								
500.410 Communications	1,500.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00
500.640 Capital Outlay - Equipt & Mach	160,000.00	160,000.00	160,000.00	0.00	0.00	160,000.00	155,467.06	0.97
Police Dept. Confiscated	161,500.00	161,500.00	160,000.00	0.00	0.00	160,000.00	155,467.06	0.97
Expenditures	161,500.00	161,500.00	160,000.00	0.00	0.00	160,000.00	155,467.06	0.97

Budget to Actual Report For the month of December 2014

Item No. 8.c.

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	DECEMBER BUDGET	DECEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 103 - Sewer System-Maint, Renew, Repla	TK BODGET	TK BODGET	BODGLI	ACTOAL	BODGLI	BODGLI	ACTUAL	BODGLI
Revenues								
Dept: 304.000 Charges for Services								
343.500 Sewer Fees	1,180,000.00	1.180.000.00	96.803.67	0.00	0.00	187.923.66	84,072.12	0.45
Charges for Services	1,180,000.00	1,180,000.00	96,803.67	0.00	0.00	187,923.66	84,072.12	0.45
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	1.300.00	1,300.00	108.33	78.51	0.72	325.00	157.67	0.49
Miscellaneous Revenues	1,300.00	1,300.00	108.33	78.51	0.72	325.00	157.67	0.49
Revenues	1,181,300.00	1,181,300.00	96,912.00	78.51	0.00	188,248.66	84,229.79	0.45
Expenditures								
Dept: 535,000 Sanitary Sewers								
500.120 Regular Salaries	77,164.00	77,164.00	5,935.69	6.201.50	1.04	17,807.08	17.775.58	1.00
500.210 Employer FICA Taxes	5.574.00	5.574.00	428.77	387.76	0.90	1,286.31	1.099.88	0.86
500.220 Retirement	11,842.00	11,842.00	910.92	747.66	0.82	2,732.77	2,160.50	0.79
500.230 Group Insurance	9,395.00	9,395.00	782.92	764.91	0.98	2,348.75	2,259.70	0.96
500.315 Professional Services	14,800.00	14,800.00	1,233.33	0.00	0.00	3,700.00	0.00	0.00
500.340 Sewer/Wastewater	625,000.00	625.000.00	52.083.33	97.077.11	1.86	156,250.00	149.095.07	0.95
500.345 Contractual Services	15,470.00	15,470.00	1,289.17	0.00	0.00	3.867.50	1,339.01	0.35
500.435 Utilities	20,000.00	20,000.00	1.666.67	15.93	0.01	5.000.00	2.719.41	0.54
500.451 Auto, Property & Liability Ins	6,465.00	6,465.00	538.75	0.00	0.00	1,616.25	0.00	0.00
500.452 Workers Compensation Insur	2,250.00	2,250.00	187.50	0.00	0.00	562.50	0.00	0.00
500.459 Sewer Lateral Line Maintenance	50,000.00	50,000.00	4.166.67	0.00	0.00	12.500.00	0.00	0.00
500.465 Pump Station Maintenance	5,000.00	5.000.00	0.00	377.00	0.00	0.00	377.00	0.00
500.497 Contingency	68,340.00	68,340.00	0.00	0.00	0.00	0.00	0.00	0.00
500.630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	16,666.67	0.00	0.00	33,333.33	0.00	0.00
500.640 Capital Outlay - Equipt & Mach	5,000.00	5.000.00	416.67	0.00	0.00	1,250.00	0.00	0.00
500.999 Contribution to Fund Balance	40,000.00	40,000.00	3,333.33	0.00	0.00	0.00	0.00	0.00
Sanitary Sewers	1,156,300.00	1,156,300.00	89,640.38	105,571.87	1.18	242,254.49	176,826.15	0.73
Dept: 570.000 pumps,sewer lines,rehab								
509.630 Emergency Sewer Replace	25,000.00	25,000.00	833.33	0.00	0.00	2,499.99	0.00	0.00
pumps,sewer lines,rehab	25,000.00	25,000.00	833.33	0.00	0.00	2,499.99	0.00	0.00
Expenditures	1,181,300.00	1,181,300.00	90,473.71	105,571.87	1.17	244,754.48	176,826.15	0.72

Budget to Actual Report For the month of December 2014

Item No. 8.c.

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	DECEMBER BUDGET	DECEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 115 - Fire Fund								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.203 Appropriation from FireFd/Veh R	114,817.00	114,817.00	450,000.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance	114,817.00	114,817.00	450,000.00	0.00	0.00	0.00	0.00	0.00
Dept: 301.050 Fire Assessment								
311.200 Property Tax-Fire Assessment	959,918.00	959,918.00	450,000.00	631,860.95	1.40	600,000.00	789,075.29	1.32
Fire Assessment	959,918.00	959,918.00	450,000.00	631,860.95	1.40	600,000.00	789,075.29	1.32
Dept: 304.000 Charges for Services								
342.210 Fire Inspection Fees	40,000.00	40,000.00	13,333.33	21,699.74	1.63	40,000.00	27,152.74	0.68
Charges for Services	40,000.00	40,000.00	13,333.33	21,699.74	1.63	40,000.00	27,152.74	0.68
Revenues	1,114,735.00	999,918.00	463,333.33	653,560.69	1.41	640,000.00	816,228.03	1.28
Expenditures								
Dept: 522.000 Fire Department								
500.151 Fire Dept Pension	6.000.00	6.000.00	0.00	4.828.00	0.00	0.00	7.853.00	0.00
500.315 Professional Services	7,500.00	7,500.00	0.00	0.00	0.00	0.00	3,053.50	0.00
500.320 Audit Expense	10,000.00	10,000.00	0.00	8,000.00	0.00	0.00	8,000.00	0.00
500.345 Contractual Services	783,235.00	783,235.00	65,269.58	65,269.58	1.00	195,808.75	195,808.74	1.00
500.520 Bldg. Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	625.00	0.00
500.640 Capital Outlay - Equipt & Mach	288,000.00	288,000.00	24,000.00	0.00	0.00	72,000.00	0.00	0.00
500.912 Transfer to General Fund	20,000.00	20,000.00	5,000.00	5,000.00	1.00	5,000.00	5,000.00	1.00
Fire Department	1,114,735.00	1,114,735.00	94,269.58	83,097.58	0.88	272,808.75	220,340.24	0.81
Expenditures	1,114,735.00	1,114,735.00	94,269.58	83,097.58	0.88	272,808.75	220,340.24	0.81

Item No. 8.c.

10:40 AM

Funct: 310 - Parking Fund Revenues Duni: 344-500 Designer for Structures Duni: 344-500 Designer for Structures 344-500 Parking Agreements 45,000.00 45,000.00 19,166.67 344-505 Cream Front Miellers 230,000.00 230,000.00 19,166.67 30,045-52 Designer front Miellers 350,000.00 320,000.00 19,166.67 30,045-52 Designer front Miellers 350,000.00 344,555 Designer front Miellers 360,000.00 344,555 Designer front Miellers 360,000.00 344,555 Designer front Miellers 345,550,500 Designer front Miellers 345,550,5		ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	DECEMBER BUDGET	DECEMBER ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Revenues Dent: 304.000 Charmon for Servivens Dent: 304.000 Parking Permits	Fund: 310 - Parking Fund	TR BUDGET	TK BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET
344.500 Parking Parking Harmits 65,000.00 65,000.00 3278.65 3.689.01 1.12 28,933.47 18,987.36 0.65 344.502 Ocean Front Meters 20,000.00 23,000.00 19,166.67 30,004.45 1.7 57,000.00 4500.00 197,000.00	Revenues								
344.550 Coast Proximity Agreements	Dept: 304.000 Charges for Services								
344.552 Ocean From Meters	344.500 Parking Permits	65,000.00	65,000.00	3,278.65	3,669.01	1.12	28,533.47	18,987.36	0.67
344.555 Commencial Birth, Meters 35,000.00 \$5,000.00 2,916.67 \$4.88.97 1,88 8,750.00 13341.70 155.344.556 Farlina Meters - Beach 115,000.00 115,000.00 3,583.33 2,259.21 0,97 2,750.00 70,788.68 0,93 344.556 El Prado Parking Lot 310,000.00 115,000.00 1,250.00 (225.53 0,50 3,750.00 17,000.00 70,788.68 0,93 344.556 El Prado Parking Lot 150,000.00 15,000.00 12,500.00 17,383.14 1,38 37,500.00 47,386.42 1,32 34.556 El Mar Parking Lot 150,000.00 15,000.00 12,500.00 17,383.14 1,38 37,500.00 47,386.42 1,32 34.556 El Mar Parking Lot 150,000.00 15,000.00 12,500.00 17,383.14 1,38 37,500.00 47,386.42 1,32 34.556 FIDOT Right of Way 1,500.00 15,000.00 5,000.00 9,00 0,00 0,00 0,00 0,00 0,00 0,	344.520 Parking Agreements	45,000.00		0.00	993.75	0.00			0.95
344.556 Parking Meters - Beach 115,000.00 115,000.00 25,833.33 2,829.21 0.97 28,750.00 24,656.01 0.88 344.556 El Prado Parking Lot 15,000.00 15,000.00 12,500.00 623.53 0.50 3,750.00 14,30.73 0.33 344.556 El Mar Parking Lot 15,000.00 150,000.00 12,500.00 17,038.14 1.36 37,500.00 47,326.42 1.24 344.556 Flore Hall Parking Lot 150,000.00 150,000.00 12,500.00 17,038.14 1.36 37,500.00 47,326.42 1.24 344.556 Flore Hall Parking Lot 150,000.00 150,000.00 12,500.00 19,004.13 1.36 37,500.00 48,333.33 1.24 1.34	344.552 Ocean Front Meters	230,000.00	230,000.00	19,166.67	30,054.54	1.57		87,302.26	1.52
344.556 El Prándo Parking Lot 310,000.00 15,000.00 12,500.00 62,533 0,55 0,55 3,750.00 70,788.68 0,97 344.555 El Mar Parking Lot 15,000.00 15,000.00 12,500.00 62,535 0,55 0,55 3,750.00 47,326.42 1,22 344.550 El Mar Parking Lot 150,000.00 15,000.00 12,500.00 17,038.14 1,16 37,500.00 47,326.42 1,22 344.550 LP Mar Parking Lot 150,000.00 150,000.00 12,500.00 19,504.13 1,56 37,500.00 47,326.42 1,22 344.550 LP Mar Parking Lot 150,000.00 150,000.00 12,500.00 0,00 0,00 0,00 0,00 0,00 0,00 0,	344.553 Commmercial Blvd. Meters	35,000.00	35,000.00	2,916.67			8,750.00	13,814.70	1.58
344.558 Town Hall Parking Lot 15,000.00 15,000.00 12,500.00 17,038.14 1.36 37,500.00 47,328.4 1.22 344.560 AIA Parking Lot 15,000.00 150,000.00 12,500.00 17,038.14 1.36 37,500.00 48,383.33 1.23 344.560 AIA Parking Lot 15,000.00 15,000.00 12,500.00 19,304.13 1.36 37,500.00 48,383.33 1.23 344.560 FIDOT Right of Way 1,500.00 15,000.00 12,500.00 0.00 0.00 0.00 0.00 0.00 0.00 0.		-,					.,	,	0.86
344.559 El Mar Parking Lot 150,000.00 150,000.00 12,500.00 17,038.14 1,36 37,500.00 47,326.42 1,22 344.561 PODT Right of Way 1,500.00 15,000.00 12,500.00 19,504.13 1,56 37,500.00 48,333 3 1,23 344.561 PODT Right of Way 1,500.00 15,000.00 5,000.00 9,41.26 1,88 15,000.00 25,003.60 1,61 344.563 Bouganvilla/ Poinciana 105,000.00 15,000.00 9,41.26 1,88 15,000.00 25,003.60 1,61 344.563 Bouganvilla/ Poinciana 105,000.00 1,235,000.00 10,003.35 133,042.44 1,32 36,033.31 4,032.849.44 1,10 2,235,000.00 1,235,000.00 10,003.35 133,042.44 1,32 36,033.33 17,334.48 0,88 Fires Services 12,365,000.00 125,000.00 10,003.35 130,042.44 1,32 36,033.33 17,334.48 0,88 Fires & Forfeitures 125,000.00 125,000.00 10,416.67 8,392.00 0,81 20,833.33 17,334.48 0,88 Fires & Forfeitures 125,000.00 125,000.00 10,416.67 8,392.00 0,81 20,833.33 17,334.48 0,88 Fires & Forfeitures 125,000.00 1,000.00 83.33 94.52 1,13 250.00 185.62 0,77 Mocolianeous Revenues 1,000.00 1,000.00 83.33 94.52 1,13 250.00 185.62 0,77 Mocolianeous Revenues 1,000.00 1,000.00 83.33 94.52 1,13 250.00 185.62 0,77 Mocolianeous Revenues 1,000.00 1,000.00 83.33 94.52 1,13 250.00 185.62 0,77 Mocolianeous Revenues 1,000.00 1,000.00 83.33 94.52 1,13 250.00 185.62 0,77 Mocolianeous Revenues 1,000.00 1,000.00 83.33 94.52 1,13 250.00 185.62 0,77 Mocolianeous Revenues 1,000.00 1,000.00 1,000.00 83.33 94.52 1,13 250.00 185.62 0,77 Mocolianeous Revenues 1,000.00 1	344.556 El Prado Parking Lot	310,000.00	310,000.00	25,833.33	28,129.65	1.09	77,500.00	70,788.68	0.91
344.560 AIA Parking Lot 150,000.00 150,000.00 125,000.00 10.00 0.00 0.00 0.00 0.00 0.00 345,863,33 1.25 0.00 0.00 0.00 0.00 0.00 0.00 344.562 Minio Parking Lot 15,000.00 15,000.00 15,000.00 9,412.86 188 15,000.00 25,003.60 1.65 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	344.558 Town Hall Parking Lot	15,000.00		1,250.00		0.50			0.38
344.561 FDOT Right of Way 344.562 Minto Parking Lot 344.563 Bougainvillal Poinciana 105.000.00 1	344.559 El Mar Parking Lot	150,000.00	150,000.00	12,500.00	17,038.14	1.36	37,500.00	47,326.42	1.26
344.562 Minto Parking Lot 15,000.00 15,000.00 5,000.00 9,412.86 18.8 15,000.00 25,093.80 1,65 344.563 Bougainville Proincipan 105,000.00 15,000.00 17,000.00 100,000.8 7,500.00 13,000.00 13,000.00 100,000.8 133,042.44 1,32 366,033.47 403,089.44 1,10 Dept. 305,000 Fines & Forfeitures 345,100 Parking Fines & 125,000.00 125,000.00 10,416.67 8,392.00 0,81 20,833.33 17,934.48 0,88 Fines & Forfeitures 125,000.00 125,000.00 10,416.67 8,392.00 0,81 20,833.33 17,934.48 0,88 Fines & Forfeitures 125,000.00 10,416.67 8,392.00 0,81 20,833.33 17,934.48 0,88 Fines & Forfeitures 10,000.00 10,000.00 10,416.67 8,392.00 0,81 20,833.33 17,934.48 0,88 Fines & Forfeitures 10,000.00 10,000.00 10,416.67 8,392.00 0,81 20,833.33 17,934.48 0,88 Fines & Forfeitures 10,000.00		150,000.00					37,500.00		1.29
## S44563 Bougainvillair Ponciana	344.561 FDOT Right of Way	1,500.00	1,500.00	125.00	0.00	0.00	0.00	0.00	0.00
Charges for Services	344.562 Minto Parking Lot	15,000.00	15,000.00	5,000.00	9,412.86	1.88	15,000.00	25,093.60	1.67
Dept 305,000 Fines & Forfeitures 354,100 Parking Fines 125,000.00 125,000.00 10,416,67 8,392.00 0.81 20,833.33 17,934.48 0.86	344.563 Bougainvilla/ Poinciana	105,000.00	105,000.00	8,750.00	8,888.65	1.02	26,250.00	22,348.00	0.85
Section Sect	Charges for Services	1,236,500.00	1,236,500.00	100,903.65	133,042.44	1.32	366,033.47	403,089.44	1.10
Dept: 306,000 Miscellaneous Revenues 1,000,00	Dept: 305.000 Fines & Forfeitures								
Dept. 306.000 Miscellaneous Revenues 361.100 Interest Earnings 1,000.00 1,000.00 83.33 94.52 1.13 250.00 185.82 0.72 1,000.00 1,00	354.100 Parking Fines	125,000.00	125,000.00	10,416.67	8,392.00	0.81	20,833.33	17,934.48	0.86
Miscellaneous Revenues	Fines & Forfeitures	125,000.00	125,000.00	10,416.67	8,392.00	0.81	20,833.33	17,934.48	0.86
Revenues	Dept: 306.000 Miscellaneous Revenues								
Expenditures		1,000.00	1,000.00	83.33	94.52	1.13	250.00	185.82	0.74
Expenditures Dept: 545.000 Parking Operations South Parking Operation	Miscellaneous Revenues	1,000.00	1,000.00	83.33	94.52	1.13	250.00	185.82	0.74
Expenditures Dept: 545.000 Parking Operations South Parking Operation	Revenues	1.362.500.00	1.362.500.00	111.403.65	141.528.96	1.27	387.116.80	421.209.74	1.09
500.210 Employer FICA Taxes 2,753.00 4,859.00 211.77 696.64 3.29 635.31 1,922.34 3.03 500.220 Retirement 8,916.00 10,980.80 685.85 696.03 1.01 2,057.54 1,978.03 0.96 500.230 Group Insurance 3,428.00 9,928.00 3,309.33 286.48 0.09 9,928.00 838.67 0.06 500.315 Professional Services 0.00 0.00 0.00 314,000.00 0.00 0.00 32,011.00 0.00 500.345 Contractual Services 360,091.00 319,890.22 26,657.52 20,536.82 0.77 79,972.56 60,880.46 0.77 500.353 Parking Alternatives 50,000.00 50,000.00 20,000.00 21,960.00 1.10 60,000.00 22,430.00 0.33 500.410 Communications 7,792.00 7,792.00 649.33 560.96 0.86 1,948.00 1,202.84 0.66 500.431 Water Service 5,000.00 5,000.00 416.67 39.73 0.10 1,250.00 118.75		42 835 00	70 364 98	3 295 00	3 5/0 02	1.08	9.885.00	10 106 80	1.02
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	Evnenditures	1 362 500 00	1 362 500 00	326 276 20	80 103 20	0.25	510 620 15	1/// 338 10	0.28

Item No. ____



Agenda Item Memorandum

	Town Clerk				Tedra Smith					
	Department					Depa	rtment Director			
	COM:		ON MEETING 27, 2015– Regular l							
				ject to (
	Presentation	\boxtimes	Reports		Consent		Ordinance			
	Resolution		Quasi-Judicial		Old Business		New Business			
	LE: Chamber of (Comme		enter	Monthly Statis					
	N: The Chamber of the comber 2014	f Comm	nerce has submi	tted th	eir "Welcome C	enter'	Monthly Statistics Report for			
EXHIBIT(S):	 December Pro December Act December Hou 	ivity Re	port							



Income Bus Ticket S										lovember		December	2014
	Sales Income		\$3,627.00	\$1,880.00		316.00		1,145.00	\$	1,000.00	\$	830.00	\$10,798.00
Town LBTS	Contribution		\$6,535.00	\$6,535.00	\$ 6,	535.00	\$	-	\$	-	\$	6,585.00	\$26,190.00
													\$0.00
	TOTAL IN	ICOME	\$10,162.00	\$8,415.00	\$ 8,	851.00	\$	1,145.00	\$	1,000.00	\$	7,415.00	\$36,988.00
Expense													
Bus Ticket I	Expense		\$3,537.00	\$2,089.00	\$ 3.4	487.00	\$	684.00	\$	946.00	\$	864.00	\$11,607.00
	lies & Expens	e	\$3,672.14	\$2,322.19		508.01	\$		\$	77.17	\$	431.99	\$8,163.35
Welcome C	•		\$387.63	\$0.00		-	\$	-	\$	-	\$	-	\$387.63
	ager Salary (2	0%)	\$1,464.80	\$1,710.00	\$ 1,4	473.33	\$	733.15	\$	372.86	\$	621.43	\$6,375.57
Gross Hour		,	\$9,966.00	\$9,823.00		568.00	\$	4,504.15	\$	2,050.39	\$	4,458.60	\$40,370.14
Payroll Tax			\$1,325.81	\$936.19	\$	866.61	\$	687.87	\$	427.29	\$	626.10	\$4,869.87
Office Main	tenance		\$0.00	\$799.17	\$	208.28	\$	60.00	\$	80.00	\$	60.00	\$1,207.45
Postage			\$1,459.89	\$1,248.62	\$	270.30	\$	1,106.00	\$	1,106.00	\$	10.59	\$5,201.40
Printing			\$710.20	\$372.24	\$	179.50	\$	47.00	\$	67.00	\$	67.00	\$1,442.94
Telephone I	Expense		\$569.94	\$570.42	\$	763.20	\$	193.24	\$	193.24	\$	194.93	\$2,484.97
Computer N	/laintenance		\$ -	\$445.00	\$	63.00	\$	690.00	\$	1,075.00	\$	1,028.00	\$3,301.00
	TOTAL EXP	ENSES	\$23,093.41	\$20,315.83	\$ 18,	387.23	\$	8,857.26	\$	6,394.95	\$	8,362.64	\$85,411.32
		NET INCOME	-\$12,931.41	-\$11,900.83	-\$9	,536.23		-\$7,712.26		-\$5,394.95	\$	(947.64)	-\$48,423.32
LBTS Welcome Cen	ter												
Wages Report													
Periods: 4th Quarter	r December												
		-		A I		01		0-1		Maria		D	0044
Cross Man	oner Colomi	200/	Jan - March	Apr-June	July -	•	Φ	Oct 733.15	Φ.	Nov 372.86	r.	Dec 621.43	2014 *C 101.77
Gross Mana		20%	\$1,281.00 \$9,966.00	\$1,710.00 \$9,823.00		473.33 568.00	\$ \$	4,504.15			\$		\$6,191.77
Gross Hour	AL GROSS V	VACES	\$9,966.00	\$9,823.00		708.00			\$	2,050.39 2,423.25	\$	4,458.60 5,080.03	\$40,370.14 \$46,228.58
	ayroll Taxes	10.8%	\$1,214.68	\$1,245.57			\$	•	\$	261.71	\$	548.64	\$4,992.68
Employer		ROLL EXPENSE	\$12,461.68	\$1,245.57			\$	5,802.92	\$	2,684.96	\$	5,628.67	\$51,221.26
	IOIALIAII	NOLL LAI LIAGE	Ψ12,701.00	Ψ12,770.37	Ψ 11,	504.40	Ψ	3,002.32	Ψ	2,007.30	Ψ	3,020.01	ψυ1,221.20
		L	Jan - March	Apr-June	July -	Sent		Oct		Nov		Dec	TOTAL
Total Empl	oyee Hours	-	772	749	66			248	l	228		232	2,889

LBTS Welcome Center

Activity Report

Periods: 4th Quarter



DATE	MONTH	CATEGORY	2014	2013	2012	LBTS + LBTS Guide	# CHANGE
12/31/2014	December	Car Rental Inquiries	22	20	45	22	2
12/31/2014	December	Diving Inquires	16	16	42	16	0
12/31/2014	December	Hotel Accommodation Inquiries	46	46	128	46	0
12/31/2014	December	Website Visits LBTS.com	10,396	8,639	10,811	11,166	1757
12/31/2014	December	Relocation Inquiries	6	7	22	6	-1
12/31/2014	December	Visitor Guides Mailed	72	81	198	72	-9
12/31/2014	December	Walk-In Visitors	1,248	1,221	1,374	1,248	27

LBTS Welcome Center

Activity Report Summary

Periods:

4th Quarter December



	Category	2014	2013	Change
	Car Rental Inquiries	22	20	2
ber	Diving Inquires	16	16	0
sem	Hotel Accommodation Inquiries	46	46	0
4th Qtr December	Website Visits LBTS.com	10,396	8,639	1757
Q	Relocation Inquiries	6	7	-1
4th	Visitor Guides Mailed	72	81	-9
	Walk-In Visitors	1,248	1,221	27

Hours of Operation				December	<u>-</u>		
	Sunday	Monday	Tuesday	Wednesday	Thursday		Saturday
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM
Total Hours		8	8	8	8	8	8
Open	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM
Close	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM
Total Hours	8	8	8	8	8	8	8
Open	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM
Close	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM
Total Hours	8	8	8	8	8	8	8
Open	9:00 AM	9:00 AM	9:00 AM	9:00 AM		9:00 AM	9:00 AM
Close	5:00 PM	5:00 PM	5:00 PM	1:00 PM		5:00 PM	5:00 PM
Total Hours	8		8				8
Open	9:00 AM	9:00 AM	9:00 AM	9:00 AM			
Close	5:00 PM	5:00 PM	5:00 PM	1:00 PM			
Total Hours	8		8	4			
Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	32	· ·	40	32		32	32
Daily Average	8		8	6.4		8	8
Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5		Total Hours- Days in
Weekly Total Hours	48		56	44			232
Days in Week	6	7	7	7			31
Monthly Statistics			•	·	-		
Total Hours of Opera	tion	232					
Total Days of Operat		30					
Total Days Closed	-	1	Christmas Day				

Item No. ____



Agenda Item Memorandum

	Administration			Connie Hoffmann				
	Department			Depart	ment Director			
						.		
	COMMISSION MEETI	NG DATE - 7:00 PM		Deadline	e to Town Clerk			
	☑ January 27, 2015 – Re	gular Meeting 7:00 PM						
		*Subject to C	Change			•		
	☐ Presentation ☐	Reports	Consent		Ordinance			
	Resolution	Quasi-Judicial	Old Busines	s \square	New Business			
	☐ FY2015 – PART C	F THE STRATEGIC	PLAN:					
SUBJECT T	SUBJECT TITLE: ADDITIONAL USES OF RESTROOM BUILDING & SITE							
whether there has indicated space for the	ON: At the last Commissi e should be space provided there is no need for office sir all-terrain vehicle to provint a necessity. Don Prince version of the state o	in the restroom buildin space there for his pers de quicker access to th	g for police o sonnel but he e beach. He	r public v would li pointed	works uses. Lieo ke to have a co out that the latte	utenant Wood vered parking er is a "nice to		
	t will be bringing back two ses to a police vehicle can de		ther the Com	mission	wants to dedica	ate one of the		
RECOMMEN	NDATION: No action neces	sary.						
Reviewed by To	own Attorney No							

Item No. _____



Agenda Item Memorandum

Town Clerk	Tedra Smith						
Department	Department Director						
COMMISSION MEETING January 27, 2015– Regular *Su Presentation Reports Resolution Quasi-Judicial							
FY2014 – PART OF THE STRATEGIC PLAN							
SUBJECT TITLE: Approval of Meeting Minutes:							

EXHIBITS:

1. January 13, 2015 Town Commission Meeting Minutes

Item No.



Agenda Item Memorandum

Development Services	Bud Bentley					
Department	Asst. Town Manager/Development Services Director					
COMMISSION	MEETING: January 27, 2015					
☐ Presentation ☐ Reports						
Resolution Quasi-Judi	cial Old Business New Business					
	eation from the Village Grille and 101 Ocean for St. proposed for Monday, March 17, 2015.					

EXPLANATION: The Village Grille and 101 Ocean have submitted the attached special events application (Exhibit 1) to hold a St. Patrick's Day event on Monday, March 17, 2015. This is a reoccurring event. Set-up begins at 3:30 p.m. and tear down ends by 11:30 p.m. The event site is the same as they use for Friday nights music. The event site will include live music on a stage with seven (7) 10x10 canopies on the street that will serve as canopy bars and tables and chairs. The Applicant notes t-shirts will be offered for sale and approximately 200 people may attend.

RECOMMENDATION: We recommend approval of the event with the following conditions:

1. Event Hours:

Activity	Start	Finish
Event Site: set-up and tear down	3:30 pm	11:30 pm
Event Hours	6:00 pm	10:30 pm
Live Music	6:00 pm	10:30 pm
Street closing	3:30 pm	midnight

- 2. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control.
 - a. The Police Chief shall arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. The Applicant shall reimburse the Town for this expense.
 - b. The Applicant shall contract with BSO Detail Office for the detail BSO deputies working on private property within ten (10) days of receiving event approval.
- 3. Road Closing: North and southbound lane of El Mar Drive from Commercial Boulevard to the north alleys from 3:30 p.m. to midnight. The north alleys to remain open at all times.
- 4. Parking:
 - a. By the end of the month, the Applicant shall pay for all parking spaces closed as a result of the event at the then current meter rate (#111 to #132).
 - b. The El Mar Parking Lot will remain open to the public.
 - c. There shall be no public parking on the median lane on El Mar Drive. The Applicant shall post the median lane of El Mar as "No Parking."



- d. In the first block of southbound El Mar north of the alley, the Applicant may park service vehicles in the median lane from 3:30 p.m. to midnight
- e. The Applicant shall ensure the Driftwood access across El Mar and to the beach is not blocked at any time from event activities.
- 5. The Applicant shall provide access to the bathroom facilities in their businesses for attendees of the event.
- 6. The Applicant shall provide additional waste receptacles and recycling bins. During the event, as needed and at the end of the event, the Applicant shall empty the waste receptacles and recycling bins within the event area.
- 7. The event site shall be organized in a safe manner to protect attendees. All electrical cords and similar materials must be covered so as not to pose a hazard to the public.
- 8. On the north and south ends of the event site, barricades and fencing shall be placed to protect the public from on-coming traffic and provide safe passage along the sidewalk. The Applicant shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
- 9. Tents, canopies, stage, tables, chairs, etc., shall not interfere with pedestrian walkways, ingress or egress.
- 10. Applicant shall maintain at least two (2) exits from the event area.
- 11. Sound system shall be operated so as not to violate the Town's Code with special care regarding the noise levels in Chapter 13.
- 12. Applicant shall have one (1) fire extinguisher (5 lb. or 2A 10 or 40BC) on site during the event.
- 13. No alcohol is permitted outside of the designated event area.
- 14. The Applicant may offer t-shirts for sale during the event.
- 15. The Applicant shall provide written notice to all properties affected by this event by March 1, 2015. The notice and distribution area shall be approved by the Town prior to distribution.
- 16. At least thirty (30) days prior to the event, the Applicant, and any entity serving alcohol, shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation.
- 17. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
- 18. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Applicant to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
- 19. Upon showing by the Applicant of a valid reason, the Town Manager may approve minor logistical or site plan changes that are consistent with the Commission's past policy direction on special events.

1				
Reviewed by Town Attorney	Yes	\boxtimes	No	

1 – Special Event Application

EXHIBITS:

LAUDERDALE BY.THE.SEA

SPECIAL EVENT APPLICATION

This completed application must be submitted <u>at least</u> 60 days prior to the date of the event together with a \$100 application fee to: Developments Services Director

4501 Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

This application is available on the Town website at www.lbts-fl.gov. Questions? Call: Phone: 954-640-4210 or email ATM@lbts-fl.gov.

Special events must be approved by the Town Commission before an event is advertised to the	public
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The link to the Town Code is: http://library.municode.com/index.aspx?clientID=14833&stateID=9&statename=Florida and then click Chapter 17, Article VIII, Special Events.

The Special Event Permit will state all of the conditions for the event. The applicant shall be responsible for securing and paying for all licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.

prov	riding the Town evidence of all required insurances, and providing evidence of organization and/or charity.
1.	Name of event: ST Patricks Day Celebration 2015
2.	Day(s) and date(s) of event: Tuesday March 17th New event Returning event
3.	Description of Event: ST Patricks Celebration
4.	What type of audience is the event planned for? All ages
5.	Proposed location of the event: Same as Friday Night Event North & South Elmer Dr. 4400 Block
6.	Name and address of sponsor or hosting organization: The Village Pump + 62:11e
7.	Name of person representing the applicant: STEVEN DELEON & Anthony D'Elia Mailing address: Daytime phone: Evening phone: Mobile phone: 305 773 5519 Email: Fax: 954-776-7085
8.	Name(s) of local contact person(s) who will be present each day of the event: Steven Deleon Mailing address: Daytime phone: Evening phone: Mobile phone: 305-773-5519 Email: Fax#:
9.	What is the actual beginning and ending time of the event? Start of set-up: 3:30 Pm Start time of the event: 6:00 Pm End time of the event: 10:30 Pm End of tear-down: Michael
10.	How many participants do you anticipate? 200 spectators? 405 adult volunteers? 100
11.	Are there fees for the participants or spectators? No Provide details.
	Will fees be collected on-site? NO RECEIVED JAN 1 2 2015

12. DETAILED SITE PLAN (required)

A detailed site plan must be included with the application. Draw a plan on page 6 or attach separately to this application. Identify any street closures or public parking areas affected. Briefly describe the proposed route for parades, runs, walks, etc and include route on detailed site plan.

13.	STREET CLOSURES
	Are you requesting that any public streets be closed for the event? Yes No
]	If yes, indicate the streets and blocks and times the closure is requested: 4400 - 4406 North + South Elmer Drive 3:30 Pm To Midnight
14.	TRAFFIC CONTROL/BARRICADES. A traffic control contractor may be required for events which require barricades or traffic control signage. Mot Plans French Barricades Village GRille A Frames
I	Please list your traffic control contractor, if applicable:
15. Y	VEHICLE LOADING/UNLOADING
<i>I</i>	Are you requesting that vehicles be permitted to load/unload in non-metered areas? Yes South Bood Elmer Dr.
Ι	If yes, please indicate the location and times loading and unloading would occur: 3:30 To miduia
i p	Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground rrigation systems and to the sod. If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Applicant shall be responsible for restoration of any damage to Town property.
16. F	PARKING
S	nclude detailed site plan indicating how on and off street parking will be accommodated. Information on ignage must include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the event and their approximate size.
A	Are you requesting the reservation of any Town parking meter spaces for the event? Yes No
I	f yes, provide the meter numbers on the site plan and purpose for which they will be used.
A	All parking meter fees are paid 30 days prior to the event. Spaces /// threw /32

1	7. SIGNAGE
	Are you requesting permission to erect for the event? Yes No Number of signs 1 Size 10 sq.ft. Location of signs DH STage
	Locate signs on detailed site plan or attached a separate sheet.
18.	OFF DUTY POLICE/CODE COMPLIANCE OFFICERS
	Off duty police officers are required for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Applicant is responsible for additional code compliance officers to ensure compliance with Town codes.
	Do you anticipate hiring off duty police/code compliance officers for your event? Yes / No
19.	ANIMALS
	Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval. Are animals included in your event? Yes No
20.	Request to use amplified sound on public property-the following is requested: Amplified sound/speaker system Live music Recorded music
	Provide details of time and location of amplified music.
21	. CLEAN-UP AND TRASH REMOVAL. Clean-up of the event area during the event and immediately following the event, including trash removal, is the responsibility of the applicant.
	Name the contractor or organization, including phone number who is responsible for:
	Clean-up of the event site: Village 62:112 + 1010 cours
	Removal of trash from the event site: VVaste Pro
22.	TOWN UTILITIES. Electrical power and/or water supply is the responsibility of the applicant. A fee is required, paid in advance, to use Town utilities. Indicate generators and fuel storage locations on the detailed site plan.
	Will the event require the following on public property? Lectrical power-Describe use:
	Mo Water – Describe use: Mo
23.	RESTROOMS (show on site plan)
	Will additional restroom facilities be brought to the event site? <u>KD</u> If yes, how many? and show locate on your site plan.

The Town of Lautertane By The Special Event Application

A building permit is required for portable toilets. The number of portable toilets depends on the length and type of events.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

24.	TENTS/CANOPIES/STAGES Tents, canopies larger than 120 sq.ft., multiple canopies without separation, and stages require a building permit.
	Indicate if any of the following will be assembled at the event and locate on the site plan.
	Canopy (size $x = x = x = x = x = x = x = x = x = x $
canopi agenci	e of tents requires a review by the LBTS Fire Marshal, with approval labels attached to the tents and es. Tents are generally defined as temporary structures having two or more sidewalls or drops. Rental es must provide documentation of the flame spread labeling for submittal with application. and bleachers must include product approvals that are supplied by the manufacturer.
25.	FIREWORKS (Fireworks require a separate permit approval process and application)
	Are you requesting approval to discharge fireworks at the event? YesNo
26.	FOOD
	Will food be served at the event? Yes No
	Please list the types of food you are serving: Meant of Fish Court been
	Will any of the following types of cooking equipment be used on site: Fryers? No Charcoal Grills? No Propane Grills? No Concession trailers? No Open fires? Warmers? Warmers? No Sterno? No Smokers? No Refrigerators? No Refrigerators?
27.	Sale of Merchandise. Are you requesting approval to offer other items for sale at the event? Yes
	List items for sale: ST-Paddys Day T-ShirTS
28.	EVENT CONTRACTOR
	Please provide the contact information of your event contractor, if applicable: Steven Deleon Village GRille
29.	ALCOHOL
	Are you proposing alcohol to be served or sold at the event? 4 5
	If yes, please provide copy of appropriate State license.
	Provide details of time, location and who will be selling / providing the alcohol.

PERMISSION OF THE PROPERTY OWNER

30.

The Town of La Item No. 11.a. Special Event Application

An event held on property that is not owned by the applicant requires the permission of the property owner. Include a notarized affidavit in the permit submittal including the beginning and ending dates.

31.	RIDES (rides may require a State of Florida inspection)
	Are rides to be included in the event? YesNo
	Types: Mechanical/Electrical Inflatable (bounce house etc.) Manual (slides, trampolines)
	Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

32. FIRE WATCH or EMS onsite

If required by the Fire Marshall, the applicant shall for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment, the cost of which is the responsibility of the applicant.

33. LICENSES

Please list the vendors and contractors that will be on site at the event. Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30-days in advance of the event.

34. INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

35. INSURANCE. Insurance requirements differ depending on the type of event and if alcohol is served.

For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days written notice required for cancellation.

An approved form of a certificate of liability insurance shall be provided the Town at least 30 days prior to the event date.

36. STATEMENT OF BENEFIT

If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-By-The-Sea, a Statement of Benefit is required by Town Code and shall be included here or attached to this application. If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

Statement of Benefit

(Insert here or attached)

37. DEADLINE TO SUBMIT REQUIRED DOCUMENTS

All required documents shall be provided not later than 30-days prior to the event date.

Approval for this event shall expire without future action of the Town if all documents such as insurance certificates, health and liquor licenses, BSO police detail contract(s), MOT Plan, Solid Waste Plan and other material requirements are not submitted at least 30-days prior to the event.

38. EVENT CONDITIONS

If the event is approved by the Commission, they will establish the event conditions that the application shall abide by during the event.

Standard Conditions shall include, but are not limited to the following:

- a The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
- b The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
- c Permission for this event may be suspended or modified by the Commission.
- d The Applicants shall submit a solid waste and recycling plan for approval at least 30-days prior to the event to the Municipal Services Director. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area.
- e The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at 150 pm.

\mathbf{f}	Parking:	
	The Applicants shall provide written notice to all properties affected by this event by, 2013. notice and the distribution area shall be approved by the Town prior to distribution.	The

h The Town Manager may suspend permission for this event due to failure of the Applicants to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.

Applicant's Certification

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application shall be submitted in writing.

I understand the Town's requirements to hold a special event and the inforthe best of my knowledge.	rmation provided in this application is complete to
Applicant's Signature (required)	1/9/15 Date
Steven De Leon Applicant's Printed Name and Title/Organization	305-776-5519 Telephone Number
STATE OF FLORIDA: COUNTY OF BROWARD: SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of by Steven De Levin who is personally known to me identification and who did/did not take an oath.	the State of Florida, e/providedas
My Commission Expires: PEGGY MOHLER Notary Public - State of Florida My Comm. Expires Sep 25, 2015 Commission # EE 101215 Bonded Through National Notary Assn.	Notary Public, State of Florida

The Town of Lat Item No. 11.a. Special Event Application

DETAILED SITE PLAN

A detailed map of the event site MUST be drawn here or attached to this application.

The following must be identified and labeled:

- 1. The site of the event (label streets, etc.)
- 2. Routes for races, parades, etc. →→→
- 3. Fencing (if known) X—X—X
- 4. First aid facilities +
- 5. Restroom facilities (incl. portable)
- 6. Parking (location and number of spaces)

- 6. Canopies, tents, stages
- 7. Alcohol serving/consuming areas
- 8. Barricades (if known)
- 9. Off duty police officers (if known)
- 10. Rides and Amusements
- 12. Signs (location, size, color and wording)

Sketch	Attached

Item No. 11.a. HOULD L3/10 J26.R 10×10 Cooried Frank 505h; Table; Chair High Top Tables 126 Median Down 10×10 Tent Exiginal A Bak rolegan TRAT

Site plans often do not include details that are necessary to issue a permit and delays are caused by rejections of initial applications. The following details are intended to be a guide to assist you in developing a site plan. A current survey of the property is most helpful. If a survey is not available a drawing depicting the area of the event should include these details, as necessary. More than a one page site plan may be included in your application if details of specific areas are important to your event.

Cooking Areas (cooking areas may need to be separated from public areas with fences or barricades)

Canopy locations (include the use, such as shelter or vending and the size of the canopy)

Tent locations (sales, food service, etc. Large tents will require illuminated exit signs and fire extinguishers)

Fuel Storage and dispensing areas

Vendor locations (booths or tables and approximate size)

Fire lanes (emergency access for fire equipment and EMS)

Trailers on site (sleeping facilities, service trailers, displays, etc.)

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fire Extinguishers

Generators

EMS stand-by or Fire watch areas (include first aid stations)

Fences barriers and gates

Locate electrical equipment, permanent and temporary (temporary electrical installation will be to code)

Rides, demonstrations, performance areas and stages

Traffic routing and road closures

Parking areas

Trash receptacles

Smoking and No Smoking areas

Dimensions (to determine if available site will support all of the proposed activities)

Pedestrian walkways

Fences and gates

Ticket Kiosks

Access Control points

Signage

Item No. ____



Agenda Item Memorandum

Developn	nent Servi	ces		Bud Bentley
De	partment		Asst. Town M	lanager/Development Services Director
	COMMI	SSION MEETING	: January 27, 2015 -	- 7:00 P.M.
Presen	itation	Reports	\boxtimes Consent	Ordinance
Resolu	ution	Quasi-Judicial	Old Business	☐ New Business
SUBJECT TITLE:	-		from Athena By y, March 17, 2015	The Sea for St. Patrick's Day

EXPLANATION: The attached special events application (**Exhibit 1**) was submitted by Athena By The Sea to hold a St. Patrick's Day event on Monday, March 17, 2015. This is a reoccurring event. Athena proposes setting up on the sidewalk as last year, which is their normal Saturday night set-up. This year they are also requesting to use the three (3) parking spaces (#101 - #103) on Commercial Boulevard in front of Athena. The event set up begins at 12:00 p.m. and tear down ends by 11:30 p.m.

The site plan shows, in addition to the outdoor dining and the sidewalk café areas, the event site consists of live music on a stage with two (2) 4x12 canopies on the sidewalk that will serve as food and drinks areas.

RECOMMENDATION: We recommend approval of the event with the following conditions:

1. Event Hours:

Activity	Start	Finish
Event Site: set-up and tear down	Noon	11:00 pm
Event Hours	3:30 pm	10:30 pm
Live Music	3:30 pm	10:30 pm
Street closing	N/A	N/A

- 2. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control.
 - a. The Police Chief shall arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. The Applicant shall reimburse the Town for this expense.
 - b. The Applicant shall contract with BSO Detail Office for the detail BSO deputies working on private property within ten (10) days of receiving event approval.
- 3. <u>Parking:</u> By the end of the month, the Applicant shall pay for parking spaces #101 to #103 closed as a result of the event at the then current meter rate.
- 4. The Applicant shall provide access to the bathroom facilities in their businesses for attendees of the event.
- 5. The Applicant shall provide additional waste receptacles and recycling bins. During the event, as needed and at the end of the event, the Applicant shall empty the waste receptacles and recycling bins within the event area.

Page 2



- 6. The event site shall be organized in a safe manner to protect attendees. All electrical cords and similar materials must be covered so as not to pose a hazard to the public.
- 7. Tents, canopies, stage, tables, chairs, etc., shall not interfere with pedestrian walkways, ingress or egress.
- 8. Sound system shall be operated so as not to violate the Town's Code with special care regarding the noise levels in Chapter 13.
- 9. Applicant shall have one (1) fire extinguisher (5 lb. or 2A 10 or 40BC) on site during the event.
- 10. No alcohol is permitted outside of the designated event area.

EXHIBITS: 1 – Special Event Application

- 11. The Applicant shall provide written notice to all properties affected by this event by March 1, 2015. The notice and distribution area shall be approved by the Town prior to distribution.
- 12. At least thirty (30) days prior to the event, the Applicant, and any entity serving alcohol, shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation.
- 13. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
- 14. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Applicant to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
- 15. Upon showing by the Applicant of a valid reason, the Town Manager may approve minor logistical or site plan changes that are consistent with the Commission's past policy direction on special events.

Reviewed by Town Attorney	Yes	No

R:\(0\) Agenda\(1-27-2015\) Commission Meeting\(\text{Dev Services}\) St Patricks Day (Athena by The Sea)\(1-27-15\) AM StPatricksDay (Athena).docx

Item No. 11.b.

The rown of Lauderdale-By-The-Sea Special Event Application



SPECIAL EVENTS APPLICATION

This completed application must be submitted 60 days prior to the date of the event together with a \$100 application fee to: Developments Services, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308

This application is available on the Town website at www.lauderdalebythesea-fl.gov. Questions please call: Phone: 954-640-4210 or email Eleanorn@lbts-fl.gov.

Special events are approved by the Town Commission. The Special Event Permit will state all of the conditions that shall be met for the event to be held. The applicant shall be responsible for securing and paying for all licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.

1.	Name of event: St Patrick's Day
2.	Day and date of event: Tue March 17, 2015 New event Returning event X
3.	Location where event will be held: Athena By The Sea, adjacent side walk and parking spaces
4.	Description of Event: Music and food
5.	Name and address of sponsor or hosting organization Athena By The Sea
6.	Name(s) of local contact person(s) who will be present each day of the event: Martha Marchelos or Ayse Cekli
	Mailing address: 4400 N Ocean Dr
	Daytime phone#: Keening phone#: Mobile phone#: 954-817-1965
	Email: emarchelos@aol.com Fax#: 954-563-7359
7.	What is the actual beginning and ending time of the event? 4pm - per Martha 12:00pm-10:30pm
	Start of set-up time? 12:00pm End of tear-down time? 11:00pm
3.	What type of audience is the event planned for? All ages and families
€.	How many participants do you anticipate? 200 spectators? adult volunteers?
10.	Are there fees for the participants or spectators? Will fees be collected on-site?



Item No. 11.b.
The rown of Lauderdale-By-The-Sea
Special Event Application

DETAILED SITE PLAN (required)

11. A detailed site plan must be included with the application. Draw a plan on page 6 or attach separately to this application. Identify any street closures or public parking areas affected. Briefly describe the proposed route for parades, runs, walks, etc and include route on detailed site plan.		
STREET CLOSURES		
12.	Are you requesting that any public streets be closed for the event? YesNox	
	If yes, indicate the streets and blocks and times the closure is requested:	
	AFFIC CONTROL/BARRICADES affic control contractor may be required for events which require barricades or traffic control signage.	
13.	Please list your traffic control contractor, if applicable:	
VE	HICLE LOADING/UNLOADING	
14.	Are you requesting that vehicles be permitted to load/unload in non-metered areas? <u>no</u>	
	If yes, please indicate the location and times loading and unloading would occur:	
PARKING Include detailed site plan indicating how on and off street parking will be accommodated. Information on signage must include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the event and their approximate size. If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Applicant shall be responsible for restoration of any damage to Town property		
15. <i>A</i>	Are you requesting use of Town parking meter spaces for the event? Yes No	
I	Tyes, provide the meter numbers on the site plan and purpose for which they will be used. 101-103	
U: th	nless the parking meter fees are waived by the Town Commission, all fees must be paid at the beginning of	

Item No. 11.b.
The rown of Lauderdale-By-The-Sea
Special Event Application

SIGNAGE
Will signs be erected for the event? Yes NoX Number of signs Size sq.ft. Location of signs
Locate signs on detailed site plan.
OFF DUTY POLICE/CODE COMPLIANCE OFFICERS
Off duty police officers are required for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Applicant is responsible for additional code compliance officers to ensure compliance with Town codes.
16. Do you anticipate hiring off duty police/code compliance officers for your event? Yes_x No
ANIMALS
17. Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval. Are animals included in you event? Yes NoX
SOUND SYSTEMS
18. Request to use amplified sound on public property-the following is requested: Amplified sound/speaker systemx Live musicRecorded music
CLEAN UP AND TRASH REMOVAL
Clean up of the event area immediately following the event, including trash removal, is the responsibility of the applicant.
19. Please name the contractor or organization, including phone number who is responsible for:
Clean up of the event site:
Removal of trash from the event site:
TOWN UTILITIES NO
Electrical power and/or water supply is the responsibility of the applicant. A fee is required, paid in advance, to use Town utilities. Indicate generators and fuel storage locations on the detailed site plan.
20. Will the event require the following on public property? Electrical power-Describe use:
Water – Describe use:

VEHICLES ON PARK GROUNDS

Item No. 11.b.

The rown of Lauderdale-By-The-Sea Special Event Application

21. Vehicles are not allowed to drive or park randomly on the turf of Town property or park grounds due to extensive underground irrigation systems that sustain damage when vehicles drive across them.

RESTROOMS (refer to item #9)
22. Will additional restroom facilities be brought to the event site?No_ If yes, how many?
A Broward County permit is required for portable toilets. The number of portable toilets required for events with fewer than 1500 participants is as follows; 1 toilet per 75 males, 1 per 75 females. Ratio of male to female is 50/50. Separate male and female handicap accessible restrooms are required. Business locations that exceed the required # of restroom facilities may count the extra facilities toward calculating the total number required. For additional information, please contact the Building Department at 954-640-4215.
TENTS/CANOPIES/STAGES
Tents, canopies (larger than 120 sq.ft. or multiple tents without separation) and stages require a Broward County Permit, contact Broward County.
23. Please indicate if any of the following will be assembled at the event and locate on the site plan.
The use of tents requires a review by the LBTS Fire Marshal, with approval labels attached to the tents and canopies. Tents are generally defined as temporary structures having two or more sidewalls or drops. Rental agencies must provide documentation of the flame spread labeling for submittal with application. Stages and bleachers must include product approvals that are supplied by the manufacturer.
FIREWORKS (Fireworks require a separate permit approval process and application)
24. Are you requesting approval to discharge fireworks at the event? Yes Nox
FOOD
25. Will food be served at the event? Yes X No If yes, is the food provided: Free of charge Available for purchase X Non-Profit For profit Please list the types of food you are serving: Corned beef cabbage and regular menu
Cooking Equipment: Fryers? Charcoal Grills? Propane Grills? Concession trailers? Open fires? X Sterno? X Smokers? Hoods? Refrigerators?
Are you requesting approval to offer other items for sale at the event? Yes No X List other items No X
EVENT CONTRACTOR
26. Please name your event contractor, if applicable:
ALCOHOL

Page 4

Item No. 11.b.

The rown of Lauderdale-By-The-Sea Special Event Application

27.	Are you requesting that alcohol be served or sold at the event?	х	Yes
	If yes, please provide copy of appropriate State license.		

PERMISSION OF THE PROPERTY OWNER

28. An event held on property that is not owned by the applicant requires the permission of the property owner. Include a notarized affidavit in the permit submittal including the beginning and ending dates.RIDES (rides may require a State of Florida inspection)

Types: Mechanical/Electrical _____ Inflatable (bounce house etc.) _____ Manual (slides, trampolines) _____

Include a copy of the contract(s) with any provider of rides, mechanical devices and amusements.

FIREWATCH

30. If determined in the review of the application, the applicant must provide for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment.

LICENSES

31. Copies of State and County licenses for vendors and contractors, as required.

29. Are rides to be included in the event? Yes No X

INDEMNIFICATION

32. Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

SITE PLAN DETAILS

Site plans often do not include details that are necessary to issue a permit and delays are caused by rejections of initial applications. The following details are intended to be a guide to assist you in developing a site plan. A current survey of the property is most helpful. If a survey is not available a drawing depicting the area of the event should include these details, as necessary. More than a one page site plan may be included in your application if details of specific areas are important to your event.

Cooking Areas (cooking areas may need to be separated from public areas with fences or barricades)

Canopy locations (include the use, such as shelter or vending and the size of the canopy)

Tent locations (sales, food service, etc. Large tents will require illuminated exit signs and fire extinguishers)

Fuel Storage and dispensing areas

Vendor locations (booths or tables and approximate size)

Fire lanes (emergency access for fire equipment and EMS)

Trailers on site (sleeping facilities, service trailers, displays, etc.)

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fire Extinguishers

Generators

EMS stand-by or Fire watch areas (include first aid stations)

Fences barriers and gates

Locate electrical equipment, permanent and temporary (temporary electrical installation will be to code)

Rides, demonstrations, performance areas and stages

Traffic routing and road closures

Parking areas

Trash receptacles

Smoking and No Smoking areas

Dimensions (to determine if available site will support all of the proposed activities)

Pedestrian walkways

Fences and gates

Ticket Kiosks

Access Control points

Signage

Item No. 11.b.

The 1'own of Lauderdale-By-The-Sea Special Event Application

STATEMENT OF BENEFIT

33. If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-by-the-Sea, a Statement of Benefit is required by Town Code and must be submitted with application.

Insurance Certificates or Binders establishing proof of coverage of general liability insurance listing the Town of Lauderdale-By-The-Sea as additionally insured must be provided for permit to be issued. An approved form of a certificate of liability insurance must be received 30 days prior to the event date.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application is not permission to violate any laws, ordinances or statutes. The Sheriff's Department has the authority, in the interest of the public welfare, safety, or order to terminate the event without notice. Additions and/or revisions to this application shall be submitted in writing.

The Applicant shall keep safety inspection and financial records of the event sufficient to document all revenues generated by the event. These records shall be open for audit by the Town in the event the Town acts as sponsor or co-sponsor of the event.

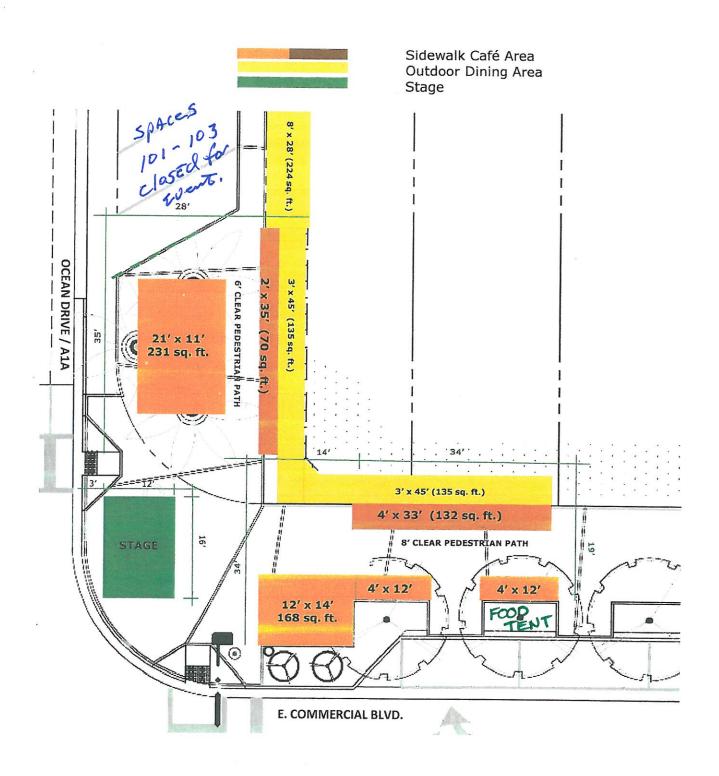
Applicant's Printed Name and Title/Organization

STATE OF FLORIDA: COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by who is personally known to me/provided identification and who did/did not take an oath.

My Commission Expires:





Item No. 11.b.

The 1 own of Lauderdale-By-The-Sea Special Event Application

DETAILED SITE PLAN

A detailed map of the event site MUST be drawn here or attached to this application.

The following must be identified and labeled:

- 1. The site of the event (label streets, etc.)
- 2. Routes for races, parades, etc. →→→
- 3. Fencing (if known) X-X-X
- 4. First aid facilities +
- 5. Restroom facilities (incl. portable)
- 6. Parking (location and number of spaces)

- 6. Canopies, tents, stages
- 7. Alcohol serving/consuming areas
- 8. Barricades (if known)
- 9. Off duty police officers (if known)
- 10. Rides and Amusements
- 12. Signs (location, size, color and wording)

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Item No. ____



Agenda Item Memorandum

Development S	services		Bud Bentley
Department Asst. Town Manager/Development		anager/Development Services Director	
	COMMISSION MEET	ING: January 27, 2	2015
PresentationResolution	☐ Reports ☐ Quasi-Judicial	☑ Consent☐ Old Business	□ Ordinance□ New Business
for a			mmunity Support Organization er to Anglin's Pier proposed for

EXPLANATION:

The Florida Community Support Organization, a Florida nonprofit corporation represented by its President, Eric Yankwitt, has submitted the attached special events application (**Exhibit 1**) to hold a 5K Beach Run starting at the Pompano Pier and ending at the Anglin's Fishing Pier on Saturday, March 21, 2015. This is a returning event from last year (March 15, 2014) and the Applicant has noted 150 people participated. This year, they anticipate 250 participants. Setup of the event will start at 7:00 a.m. and tear down time is 11:30 a.m.

The event site will include four (4) tents on the beach near the Pavilion where the run will end. The Applicant is requesting to place signs on Commercial Boulevard at the intersection of Ocean Drive (2 signs) and El Mar (2 signs). No street closures are requested.

RECOMMENDATION: We recommend approval of the event with the following conditions:

- 1. The Applicant shall submit a final site plan for the Assistant Town Manager's approval by March 6, 2015.
- 2. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicant shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
- 3. The Applicant may install on the morning of the race up to four (4) directional signs (not larger than 3 square feet) on Commercial Boulevard at the intersection of Ocean Drive (2 signs) and El Mar (2 signs) at locations approved by the Town Manager. Sign locations shall not interfere with sight triangle for vehicular traffic. If available, the Town will list the event on the Jarvis Hall reader board according the established Town policy.
- 4. The Applicant shall provide additional waste receptacles and recycling bins throughout the running path. During the event, as needed and at the end of the event, the Applicant shall empty the waste receptacles and recycling bins within the event area.
- 5. Parking will operate with normal enforcement.
- 6. The event site shall be organized in a safe manner to protect attendees. All electrical cords and similar materials must be covered so as not to pose a hazard to the public.
- 7. The Applicant shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.

EXHIBITS:



- 8. The Applicant may load/unload between the hours of approximately 7-8:00 a.m. and 11:00-11:30 a.m. at the Ocean Plaza in such a manner as to not interfere with normal traffic.
- 9. Tents, canopies, stage, tables, chairs, etc., shall not interfere with pedestrian walkways, ingress or egress.
- 10. The Applicant shall have one (1) fire extinguisher (5 lb. or 2A 10 or 40BC) on site during the event.
- 11. No open flame devices are allowed in/or under canopies and tent areas.
- 12. No road closures are approved.
- 13. The Applicant shall provide documentation of permission for the participants and the public attending the event to use bathroom facilities at area businesses.
- 14. The Applicant shall provide written notice to all properties affected by this event by March 6, 2015. The notice and distribution area shall be approved by the Town prior to distribution.
- 15. At least thirty (30) days prior to the event, the Applicant shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation.
- 16. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
- 17. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Applicant to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
- 18. Upon showing by the Applicant of a valid reason, the Town Manager may approve minor logistical or site plan changes that are consistent with the Commission's past policy direction on special events.

Reviewed by Town Attorney	Yes	No

1 – Special Event Application

 $R: \o Agenda \o 1-27-2015\ Commission\ Meeting \o Dev\ Services \o Pier\ 5K\ Beach\ Run \o 1-27-15\ AM\ Pier\ 2Pier\ 5K\ BeachRun. docx \o 1-27-15\ AM\ Pier\ 2Pier\ 2Pier$

Item No. 11.c.

The Town of Lauderdale-By-The-Sea Special Event Application



SPECIAL EVENTS APPLICATION

This completed application must be submitted 60 days prior to the date of the event together with a \$100 application fee to: Assistant Town Manager, Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308-3610.

This application is available on the Town website at www.lauderdalebythesea-fl.gov.

Questions: Phone: 954-776-3611 or email ATM@lauderdalebythesea-fl.gov

Special events are approved by the Town Commission. The Special Event Permit will state all of the conditions that shall be met for the event to be held. The applicant shall be responsible for securing and paying for all licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.

	O I O CI Para
1.	Name of event: Pier to Pier 5K Beach Run
2.	Day and date of event: March 21, 2015 New event Returning event X
3.	Location where event will be held: On The Beach. Ending at the Pier
4.	Description of Event: Beach fun From Pampono Pier to LBTS
5.	Name and address of sponsor or hosting organization Florida Community
	Support - 4701 N. Federal Highway Suite 318
	Lighthouse Point, FC 33064
6.	Name(s) of local contact person(s) who will be present each day of the event:
	Mailing address: S450 N Ocean Blvd #48 LB13 FZ 33308
	Daytime phone#: Evening phone#: Mobile phone#: 977 657 6 725
	Email: Verence Rapapart Q gmail. com Fax#: 957 763-2825
7.	What is the actual beginning and ending time of the event? Sam - Ham - 1/a m
	Start of set-up time? 7am - 8am End of tear-down time? 10am - 10. 20 am 11.30am
8.	What type of audience is the event planned for? Rongers
	How many participants do you anticipate? 250 spectators? 25 adult volunteers? 16
10.	Are there fees for the participants or spectators? Will fees be collected on-site? No
	150 participated last year RECEIVED RECEIVED MM - 7 2015 M

DETAILED SITE PLAN (required)

app	A detailed site plan must be included with the application. Dra lication. Identify any street closures or public parking areas aff	aw a plan on pa fected. Briefly	age 6 o describ	r attach see the prop	parately osed ro	y to this ute for
para	ades, runs, walks, etc and include route on detailed site plan.	Same	95	last ;	1241	-
ST	REET CLOSURES					
12.	Are you requesting that any public streets be closed for the ev	ent? Yes		No _2		
	If yes, indicate the streets and blocks and times the closure is a	requested:				
	AFFIC CONTROL/BARRICADES Affic control contractor may be required for events which required	re barricades o	r traffio	e control s	ignage.	
13.	Please list your traffic control contractor, if applicable:					
VE	HICLE LOADING/UNLOADING					
14.	Are you requesting that vehicles be permitted to load/unload in	n non-metered	areas?	Ye.	5	
	If yes, please indicate the location and times loading and unlo	ading would o	ccur:_	7an-	8am	5. 5le
	RKING		,		V	
must direc park	tinclude location, colors, size and number of signs. Indicate signs traffic to the event and their approximate size. If you are recon Town property, please indicate the type(s) of vehicles, the light shall be responsible for rectantian of some description.	gnage to be pla questing that volocations, and t	aced in ehicles times th	any right be permit ey would	of way ted to do be park	that rive or ed.
	licant shall be responsible for restoration of any damage to Tow	vn property	Su	me as	last	Year
15. A	Are you requesting use of Town parking meter spaces for the ev	vent? Yes		N	Jo	 X
	yes, provide the meter numbers on the site plan and purpose for					
Ur	nless the parking meter fees are waived by the Town Commissi e month of the event.				beginnii	ng of

CI		A	~	
OI	GN	A	U	L

Will signs be erected for the event? Yes V No Number of signs 4 Size sq.ft. Location of signs Comm Blvd + Ocean Dr Locate signs on detailed site plan.
Locate signs on detailed site plan.
OFF DUTY POLICE/CODE COMPLIANCE OFFICERS
Off duty police officers are required for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Applicant is responsible for additional code compliance officers to ensure compliance with Town codes.
16. Do you anticipate hiring off duty police/code compliance officers for your event? Yes No
ANIMALS
17. Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval. Are animals included in you event? Yes No
SOUND SYSTEMS
18. Request to use amplified sound on public property-the following is requested: Amplified sound/speaker system Live music Recorded music
CLEAN UP AND TRASH REMOVAL
Clean up of the event area immediately following the event, including trash removal, is the responsibility of the applicant.
19. Please name the contractor or organization, including phone number who is responsible for:
Clean up of the event site: Verence farmat Yankwitt
Clean up of the event site: Verence fund of Vankwitt Removal of trash from the event site: Verence fund of Vankwitt TOWN UTILITIES Wat anti-poted at time of afficients in Electrical power and/or water supply is the responsibility of the applicant. A fee is required, paid to advance, to use Town utilities. Indicate generators and fuel storage locations on the detailed site plan.
TOWN UTILITIES
Electrical power and/or water supply is the responsibility of the applicant. A fee is required, paid wadvance, to use Γown utilities. Indicate generators and fuel storage locations on the detailed site plan.
20. Will the event require the following on public property? Electrical power-Describe use:
Water – Describe use:

VEHICLES ON PARK GROUNDS

21. Vehicles are not allowed to drive or park randomly on the turf of Town property or park grounds due to extensive underground irrigation systems that sustain damage when vehicles drive across them.

RESTROOMS (refer to item #9)
22. Will additional restroom facilities be brought to the event site? One of the event site? If yes, how many?
A Broward County permit is required for portable toilets. The number of portable toilets required for events with fewer than 1500 participants is as follows; 1 toilet per 75 males, 1 per 40 females. Ratio of male to female is 50/50. Separate male and female handicap accessible restrooms are required. Business locations that exceed the required # of restroom facilities may count the extra facilities toward calculating the total number required. For additional information, please contact the Building Department at 954-492-1830.
TENTS/CANOPIES/STAGES
Tents, canopies (larger than 120 sq.ft. or multiple tents without separation) and stages require a Broward County Permit, contact Broward County.
23. Please indicate if any of the following will be assembled at the event and locate on the site plan.
Tent (size: Ox O) Canopy (size x) Stages Bleachers
The use of tents requires a review by the LBTS Fire Marshal, with approval labels attached to the tents and canopies. Tents are generally defined as temporary structures having two or more sidewalls or drops. Rental agencies must provide documentation of the flame spread labeling for submittal with application. Stages and bleachers must include product approvals that are supplied by the manufacturer.
FIREWORKS (Fireworks require a separate permit approval process and application)
24. Are you requesting approval to discharge fireworks at the event? YesNo
FOOD
25. Will food be served at the event? Yes No If yes, is the food provided: Free of charge Available for purchase Non-Profit For profit Please list the types of food you are serving: No If yes, is the food provided: For profit Gard For prof
Cooking Equipment: Fryers? Charcoal Grills? Propane Grills? Concession trailers? Open fires? Warmers? Sterno? Smokers? Hoods? Refrigerators?
Are you requesting approval to offer other items for sale at the event? Yes No_{1} No
EVENT CONTRACTOR
26. Please name your event contractor, if applicable: Verence Rupanoir Pantwitt

ALCOHOL
27. Are you requesting that alcohol be served or sold at the event? If yes, please provide copy of appropriate State license.
PERMISSION OF THE PROPERTY OWNER
28. An event held on property that is not owned by the applicant requires the permission of the property owner. Include a notarized affidavit in the permit submittal including the beginning and ending dates.
RIDES (rides may require a State of Florida inspection)
29. Are rides to be included in the event? YesNo
Types: Mechanical/Electrical Inflatable (bounce house etc.) Manual (slides, trampolines)
Include a copy of the contract(s) with any provider of rides, mechanical devices and amusements.
FIREWATCH
30. If determined in the review of the application, the applicant must provide for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment.
LICENSES
31. Copies of State and County licenses for vendors and contractors, as required.

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Insurance Certificates or Binders establishing proof of coverage of general liability insurance listing the Town of Lauderdale-By-The-Sea as additionally insured must be provided for permit to be issued. An approved form of a certificate of liability insurance must be received 30 days prior to the event date.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application is not permission to violate any laws, ordinances or statutes. The Sheriff's Department has the authority, in the interest of the public welfare, safety, or order to terminate the event without notice. Additions and/or revisions to this application shall be submitted in writing.

The Applicant shall keep safety inspection and financial records of the event sufficient to document all revenues generated by the event. These records shall be open for audit by the Town in the event the Town acts as sponsor or co-sponsor of the event.

2. Vmef ymlinitt.	1/7/15.					
Applicant's Signature (required)	/ Date					
Applicant's Printed Name and Title/Organization	Talanhana Numbar					
community pelaton coordinator - event.	Telephone Number					
STATE OF FLORIDA: COUNTY OF BROWARD:						
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by who is personally known to me/provided as identification and who did/did not take an oath.						
	Jecha Suith					
My Commission Expires:	Notary Public, State of Florida					
TEDRA SMITH MY COMMISSION # EE 856461 EXPIRES: December 6, 2016 Bonded Thru Notary Public Underwriters						

Sr Item No. 11.c.

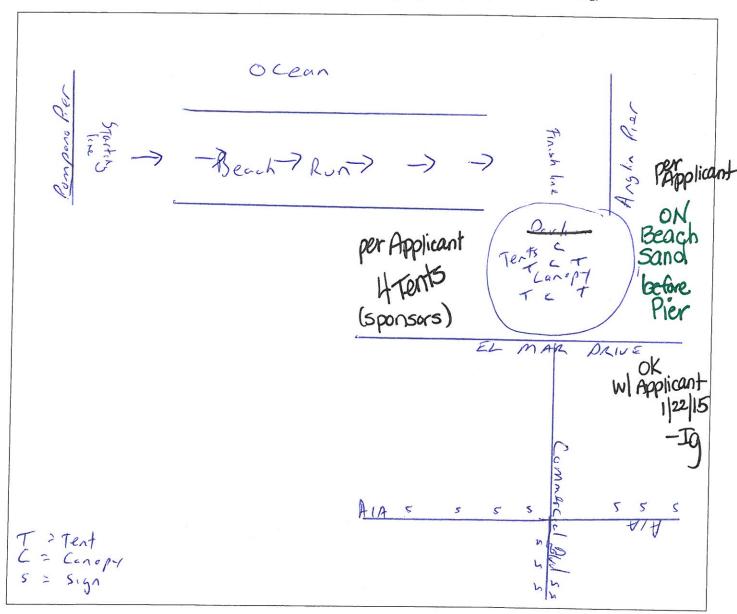
DETAILED SITE PLAN

A detailed map of the event site MUST be drawn here or attached to this application.

The following must be identified and labeled:

- 1. The site of the event (label streets, etc.)
- 2. Routes for races, parades, etc. >>>
- 3. Fencing (if known) X—X—X
- 4. First aid facilities +
- 5. Restroom facilities (incl. portable)
- 6. Parking (location and number of spaces)

- 6. Canopies, tents, stages
- 7. Alcohol serving/consuming areas
- 8. Barricades (if known)
- 9. Off duty police officers (if known)
- 10. Rides and Amusements
- 12. Signs (location, size, color and wording)



SITE PLAN DETAILS

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Canopy locations (include the use, such as shelter or vending and the size of the canopy)

Tent locations (sales, food service, etc. Large tents will require illuminated exit signs and fire extinguishers)

Fuel Storage and dispensing areas

Vendor locations (booths or tables and approximate size)

Fire lanes (emergency access for fire equipment and EMS)

Trailers on site (sleeping facilities, service trailers, displays, etc.)

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fire Extinguishers

Generators

EMS stand-by or Fire watch areas (include first aid stations)

Fences barriers and gates

Locate electrical equipment, permanent and temporary (temporary electrical installation will be to code)

Rides, demonstrations, performance areas and stages

Traffic routing and road closures

Parking areas

Trash receptacles

Smoking and No Smoking areas

Dimensions (to determine if available site will support all of the proposed activities)

Pedestrian walkways

Fences and gates

Ticket Kiosks

Access Control points

Signage

Item No. ____



Agenda Item Memorandum

Administration				Connie Hoffmann				
	Department			Department Director				
				<u> </u>				
C	OMMISSION M	IEETING DATE - 7:0	0 PM	Deadline to Town Clerk				
[15 – Regular Meeting 7:00 P						
Г	Presentation	Reports *Sub	oject to Change Consent	Ordinance				
	Resolution	Quasi-Judicial	Old Busines	_				
	☐ FY2015 − PA	ART OF THE STRAT	EGIC PLAN:					
SUBJECT TITLE	E: WAIVER OF F	RESTRICTION ON TO	WN ENGINEER CO	ONTRACT				
EXPLANATION:	: Flynn Engineerin	ng's Town Engineer con	tract has the follow	ring provision:				
Section	11. PROFESSION	NAL CONDUCT; CONF	LICT OF INTERES	ST.				
client tha		requires development a		accept representation of a OWN or has interests the				
that is under de- under that cont	sign. We believe it tract with Archited ect and their exper	it is in the Town's besictural Alliance as they	t interest for them y performed that	nercial Boulevard streets to perform the civil engi same role on the wes save the Town time and i	neering work commercial			
recommend wait	The Commission already approved the work authorization with Architectural Alliance for this work, but we recommend waiving Section 11.1 of the Town Engineer contract to avoid any question of non-compliance and authorizing execution of the attached document acknowledging the waiver.							
RECOMMENDATION: Town Commission authorize executing the enclosed Exhibit waiving provision 11.1 of Flynn Engineering's contract for Town Engineer services with respect to their work as a subcontractor to Architectural Alliance on the Commercial Boulevard streetscape design between A1A and Seagrape Drive.								
EXHIBITS: Town Engineer Contract Clause Limited Waiver								
Reviewed by Town								

TOWN ENGINEER CONTRACT CLAUSE LIMITED WAIVER

The Town of Lauderdale-By-The-Sea (the "Town") and Flynn Engineering Services, P.A. (the "Engineer") acknowledge that the Engineer's design services as a subcontractor under the Town's agreement with Architectural Alliance (the "Streetscape Work") for the Town's Commercial Boulevard Streetscape Project (the "Project") are authorized by the Town. The Engineer provides certain professional services directly to the Town pursuant to the Town Engineer Agreement between the Town and the Engineer, dated May 20, 2014, (the "Agreement"). To the extent the Streetscape Work may be interpreted or deemed to conflict with Section 11.1 of the Agreement, the Town hereby waives the enforcement of Section 11.1 of the Agreement for Engineer's performance of the Streetscape Work approved by the Town. The Engineer shall not serve in the capacity of Town Engineer for the Project, or perform any review or approval services on behalf of the Town for the Project.

TOWN OF LAUDERDALE-BY-THE-SEA.

IN WITNESS WHEREOF, Town and Engineer have signed this Agreement, in duplicate.

	FLO	RIDA
ATTEST:	BY:_ C	onstance Hoffmann, Town Manager
Tedra Smith, Town Clerk		Date:, 2015
APPROVED AS TO FORM:		
Susan L. Trevarthen, Town Attorney		
		INEER
	Flynn	Engineering Services, P.A.
	BY:	
		Jay M. Flynn, President
		Date: 2015

Item No. ____



Agenda Memorandum

Municipal Se	rvices	Don Prince & Connie Hoffmann				
Departmen		Department Director				
C	OMMISS	ION MEETIN	G DATE:	January 27, 20)15	
Presentatio	n 🗌	Reports		New Business		Ordinance

SUBJECT TITLE: Exploration of Using Solar Street Lights

EXPLANATION: As the Commission is aware, our efforts to install additional street lighting in residential neighborhoods have been largely unsuccessful because most of our neighborhoods have FP&L power sources in the backyards. Residents have been largely unwilling to sign easements with FP&L and/or remove trees and shrubbery to create a pathway for electric lines to run to poles out at the street. In addition, the Commission's policy is not to place a street light in a location if either of the adjacent property owners don't want it. To run power lines on the street edge would involve trenching and boring under driveways and the swale to run conduit would be quite costly, so we advised the Commission we would look into the cost and efficacy of solar street lighting which would eliminate the need for trenching and driveway restoration or boring.

There are many different sizes, types and styles of solar lights and poles from which to choose. The costs have come down somewhat, but they are still expensive. Dania Beach did a big solar installation around seven years ago at a cost of \$10,000 per light. Our research indicates that the solar lights with poles and shipping now run from \$4,000 to \$8,000 depending on style, whether LED or not, number of batteries and wattage. The less expensive lights are very utilitarian-looking and would likely not be acceptable in our residential areas. We got an estimate of \$8,000 for a decorative solar light on a concrete pole, with an acorn-shaped luminaire similar to the electric lights we have on North Seagrape Drive. Installation would run another \$500 - \$1,000 per light.

While that seems costly, the last replacement light and pole we purchased to replace one of the lights that was destroyed in a car accident on Seagrape ran \$6,400 and the Town paid about \$6,000 per light on the original project. Decorative street lights are very expensive, whether solar or not.

The solar lights are not nearly as attractive as the lights we have on Seagrape because the solar panel and batteries have to be mounted on the pole. There are some other types of solar lights that have a cobra head lamp with the solar panel on top of the cobra head and battery storage inside the pole, but we haven't been able to get a cost on those yet.

The pictures on the next page show a steel pole, but give an idea of what a decorative solar light looks like.







We've read reports that other cities across the country have prepared on solar lights to gain a better understanding of their durability and value. The reports we read revealed that cities are installing solar lights with a wide variety of wattage and the size and number of batteries required is dependent on how many hours of sunlight a given locale receives and how many hours of darkness they have on average. So it is more costly to install solar lights in a place like Maine or Oregon than it would be in sunny South Florida. The manufacturer that gave us the \$8,000 cost estimate was providing a 55 watt LED light with batteries that have a useful life of 5 years and would produce the equivalent light of 150 watt light bulb (same as the lights on Seagrape).

Most of the reports we read analyzed the potential cost savings of solar lights considering electric power savings as well as the cost of installing traditional poles and lights. In our case, FP&L only charges \$8 a month for the electricity on a street lights they provide, so the cost of powering the lights is not really an issue.

There are some obvious benefits, though, of solar lights including:

- 1) They stay on during an electrical outage. In the case of a hurricane, assuming the panel doesn't blow off (most are designed to withstand 130 mph winds), that is a significant advantage.
- 2) They are environmentally responsible as they reduce carbon dioxide emissions and air pollutants from electricity production.
- 3) They are easy and quick to install.
- 4) They are self-contained and won't be turned off by a fault in the transmission system.
- 5) They have a safe 12 volt / 24 volt circuit with little to no risk of electric shock.

Agenda Memorandum Page 3



Disadvantages are:

- 1) High upfront cost.
- 2) Solar street lights are not particularly attractive.
- 3) Batteries have a useful life of 5 -7 years. The batteries cost over \$1,000 to replace.
- 4) Extended cloudy conditions can result in lights not operating, but we have the advantage of being in one of the sunniest places in the world. The manufacturer we spoke with says with the setup they quoted has battery storage to run for 4-5 days under cloudy conditions.

Given the high costs involved, we would have to do a great deal more research and possibly field visits to installations in Florida, or do a small demonstration project under which we would install several lights with varying wattage here in LBTS before we would be comfortable preparing bid specs to do a significant solar street lighting project in Town. By doing a demo, we could see what works, what doesn't and make the appropriate adjustments before making a large investment.

But before we proceed with further work, we need to know the level of interest and commitment the Commission would have to making a significant investment in solar lighting. To put the costs in perspective, on North Seagrape Drive we have 24 street lights, placed 75' apart. The solar manufacturer is suggesting lighting would be adequate if we placed the lights 100' apart, so for a similar length of roadway to North Seagrape alone we would be talking about a cost of \$165,000. We would be talking at least \$1 million to do the Silver Shores North neighborhood alone.

Such projects are not contemplated in the five year CIP, so a reordering of capital priorities would have to take place to fund such projects. The Commission would have the difficult job of selecting which neighborhood(s) to do a solar lighting project in.

RECOMMENDATION: Provide direction to staff on how to proceed.

Review	ed by To	wn Attori	ney
	Yes		No
File: T:\	0 Agenda\	1-27-2015	Commission Meeting\Municipal Services\1-27-15 AM Solar Street Lights.docx

Item No. ____

Linda Connors



Agenda Item Memorandum

Development Services

Developin			Emua Comors				
Dep	artment		Town Planne	r/Asst. Development Services Director			
	COMMIS	SSION MEETING	: January 27, 2015 -	- 7:00 P.M.			
Presenta Resoluti		Reports Quasi-Judicial	☐ Consent ☐ Old Business	□ Ordinance☑ New Business			
SUBJECT TITLE:	Applica Avenue		of Code Enforce	cement Lien at 255 Hibiscus			

EXPLANATION: The property located at 255 Hibiscus Avenue was foreclosed on in November 2007 (Lis Pendens file 11-9-2007) with the Final Judgment entered five years later on November 28, 2012. JP Morgan Chase Bank took title on December 18, 2013. The bank reports that they have to complete an eviction proceeding and they took possession of the property December 2, 2014. The property has a total of five (5) code cases. Three (3) citations were given the previous owner, Rose Santomassino, and two (2) citations were given to JP Morgan Chase Bank.

The total fines as of January 27, 2015 are \$333,310. These cases are summarized in Table 1 below.

Table 1 – Summary of Five Code Cases By Owner

	Violations Issued to Rose Santomassino							
Case #	Violation	Special Magistrate Compliance Date	Days in Violation	Total Lien				
120600	05							
	Maintenance - painting	8/20/12 or \$150 per day fine	163	\$24,450				
	Maintenance – junk and trash	10/17/12 or \$25 per day fine	201	\$5,025				
	Outside storage	1/30/13 or \$150 per day fine	523	\$78,450				
	Garbage door in disrepair	10/17/12 or \$25 per day fine	201	\$5,025				
130400	10							
	Dead Lawn	5/30/13 or \$150 per day fine	404	\$60,600				



	1		,				
Case #	Violation	Special Magistrate Compliance Date	Days in Violation	Total Lien			
131100	013						
	Fencing board in disrepair	3/26/14 or \$150 per day	258	\$38,700			
	Property not being maintained	3/26/14 or \$150 per day	258	\$38,700			
	Stagnant water	3/26/14 or \$150 per day	258	\$38,700			
	Trash in rear of property	3/26/14 or \$150 per day	258	\$38,700			
			Subtotal	\$328,350			
		20% of the To	otal Lien =	\$65,670			
		Proposed Settlement	Payment:	\$5,690	2%		
	Violations I	ssued to JP Morgan	Chase Ba	ank			
Case	Violation Special Magistrate Compliance Date Days in		Days in Violation	Total Lien			
140600	005		I				
210000	Overdue garbage account	7/30/14 or \$10 per day	131	\$1,310			
141000			I .				
	Stagnant water in pool	11/24/14 or \$150 per day	15	\$3,000			
			Subtotal	\$4,310			
		Total Lien:	\$862				
	\$4,310						
SUMMARY							
	TOTAL LIENS \$332,660						
		20% of the T	Гotal Lien:	\$66,532			
	TOTAL Proposed Settlement Payment: \$10,000 3						
	TOTAL Proposed Settlement Payment: \$10,000 3						



JP Morgan Chase has applied for relief from code liens (**Exhibit 1**) and has proposed to pay 100% of the code fines incurred while they owned the property and pay \$5,690 (2%) of the fines incurred by the previous owner to cover the Town's code enforcement expenses. The total requested reduction is 97%.

Under the Town's procedures for relief from code enforcement liens (Resolution 2010-13, Subsection 2) the Commission shall consider all relevant factors to determine what relief, if any, is appropriate, including the following criteria:

A. The nature and gravity of the violation(s).

The violations are moderate to severe. The property was a blight on the neighborhood (Exhibit 2).

B. Any actions taken by the Respondent to correct the violation.

The original property owner, Rose Santomassino did nothing to correct the violation. The bank took 6 years from the recording of the Lis Pendens (November 2007) to securing the certificate of title (December 2013). The bank did not secure possession of the property until one year after the final judgment (December 2014). Once the bank took possession of the property, the bank representatives worked quickly to correct the violations (**Exhibit 3**).

C. The length of time between the previously ordered compliance date and the date the violation was brought into compliance.

The length of time the violations were cured range from a minimum of 0 days to a maximum of 523 days.

D. Any actual costs expended by the Respondent to cure the violation as provided by supporting documentation.

The current property owner (JP Morgan Chase Bank) spent \$980 to cure the violations (Exhibit 4).

E. Any other prior or current violations committed by the Respondent on the subject property or upon any other property owned by the Respondent within the Town.

There are no further violations on the property. There are no other properties owned by JP Morgan Chase in Lauderdale-By-The-Sea.

Except in cases where there are extenuating circumstances, the Commission generally entertains a relief no more than 80% of the total lien, which in this case is \$66,532, plus the Town's administrative costs which are \$650. The total amount due to the Town would be \$67,182.

We note that the Lis Pendens was filed on November 9, 2007 and the Final Judgment entered five years later on November 28, 2012. JP Morgan Chase Bank took title on December 18, 2013 and took possession of the property December 2, 2014.

RECOMMENDATION: Staff recommends that the Commission determine and set the amount it is willing to mitigate, add the \$650 administrative costs to that amount and make settlement contingent on full payment being made to the Town within 30 days of Commission approval.

EXHIBITS:	 1 – Application 2 – Photograph 3 – Receipts from the properties of the prop	ns of vio om Wo	olation cork to Co	onditio	
Reviewed by T	own Attorney	П	Yes	\bowtie	No

Page 1

TOWN OF LAUDERDALE-BY-THE-SEA

4501 Ocean Drive Lauderdale-By-The-Sea, FL 33308 Tel: (954) 640-4210 Fax: (954) 634-4654



Notice: This application is available as a WORD document for your convenience.

The Town accepts applications for code fine relief from owners of properties that have corrected ALL of the violations on the subject property. In certain very limited circumstances, the purchaser of a single family property may apply for a code fine or lien reduction before compliance is complete.

The Town's policy and procedures for code relief is set forth in Resolution 2014-22. You are required to read Resolution 2014-22 prior to submitting your relief application.

CASE # 13110013, 12060005, 13040010, 14100015, 14060005

TOWN OF LAUDERDALE-BY-THE-SEA vs.

(Name of Respondent(s) as listed)

Property owner: JPMORGAN CHASE BANK

Address:

Phone numbers: 954-330-5321

Email Address: EMILYODAK@GMAIL.COM

ADDRESS OF PROPERTY: 255 HIBISCUS AVENUE, LAUDERDALE BY THE SEA, FL

(Where violation(s) existed)

NATURE OF VIOLATION: MAINTENANCE, LANDSCAPE

Name of applicant (if not owner): EMILY ODAK

Contact information:954-330-5321; EMILYODAK@GMAIL.COM

PROPERTY LITIGATION. Give detail here if this property is involved in litigation.

All Applications SHALL submit a copy of the following documentation (when applicable):

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;

File: C:\Users\Emily\AppData\Local\Microsoft\Windows\INetCache\IE\B3AEKU0E\Application Code Fines Relief BBrev 7-3-14.docx Printed: `1/8/2015 1:49 PM

Page |2

- 2. Foreclosure Complaint;
- 3. Foreclosure Order, with the recording date, book and page shown;
- Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
- 5. Certification of Lien Order, with the recording date, book and page shown;
- New Certificate of Title, with the recording date, book and page shown;
- 7. Town's Final Order of Imposition of Fine; and
- 8. Claim of Lien(s) with the recording date, book and page shown.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

- 1. The nature and gravity of the violation(s);
- 2. Any actions you have taken to correct the violation(s);
- The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
- 4. Any actual costs you expended to cure the violation(s), if supported by documentation;
- 5. Any other prior or current violations you committed on the subject property or upon any other property you own within the Town; and
- 6. Equitable considerations.
 - i. Whether there was any extraordinary hardship which existed or currently exists;
 - ii. Whether the Applicant was the property owner when the fine or lien was imposed;
 - iii. Whether the property is homestead or non-homestead property;
 - iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

WHY RELIEF SHOULD BE GRANTED:

(When you completed this section, at a minimum, address the above factors.)

THIS IS A BANK OWNED PROPERTY THROUGH A FORECLOSURE. THIS PROPERTY

WAS OCCUPIED BY THE PREVIOUS OWNER UP UNTIL 2/2/14. ONCE THE PROPERTY

BECAME VACANT ON DECEMBER 2, 2014, WE WORKED DILIGENTLY TO CLEAR

ALL THE VIOLATIONS IN A TIMELY MANNER! WE CLOSED 5 CASES WITHIN 2

WEEKS OF THE PROPERTY BECOMING VACANT! THE COST INCURRED WITH

PLACING THE VIOLATIONS INTO COMPLIANCE CONSISTED OF GETTING THE

POOL INTO WORKING ORDER WITH CLEAR WATER WAS \$2,397. IN ADDITION TO

File: https://d.docs.live.net/85cc326a24bd5f02/Documents/255_Application Code Fines Relief BBrev 7-3-14.docx Printed; `1/20/2015 4:46 PM

Page | 3

THERE WAS DEBRIS REMOVAL & LAWN UPKEEP WHICH COST \$780. PLUS THE FACIA WAS REPLACED WHICH COST US \$160. A TOTAL OF \$3,337 TO GET THE VIOLATIONS INTO CPMPLIANCE. PLEASE KNOW WE ARE THIS PROPERTY WEEKLY & WILL KEEP THE PROPERTY IN TIP TOP SHAPE! THANK YOU IN ADVANCE FOR YOUR HELP!

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

Name of Property Owner or Representative:

EMILY ODAK

Address: 777 SOUTH FEDERAL HWY, FT LAUDERDALE, FL 33316

Business Phone Number: 954-330-5321 Cell Phone Number: 954-330-5321

Email Address: EMILYODAK@GMAIL.COM

I	CERTIF	Y	THAT	I	have	read	Resolution	201	14-22	and	that I	a	ın

	the owner of the subject property;					
	an Attorney representing the owner,					
	the legal representative for the property, or					
_X	otherwise authorized to act on behalf of the property owner in this matter.					
	AND DOCUMENTATION OF THIS IS ATTACHED.					
	1/8/15					
<u>_</u>	Date					
S	Signature of Applicant					

File: https://d.docs.live.net/85cc326a24bd5f02/Documents/255_Application Code Fines Relief BBrev 7-3-14.docx Printed: `1/20/2015 4:46 PM

Page | 3

Signature of Applicant	Date						
	1/8/2015						
AND DOCUMENTATION OF THIS IS ATTACHED.							
_X otherwise authorized to act on behalf of the property owner in this matter.							
the legal representative for the p	property, or						
an Attorney representing the ow	mer,						
the owner of the subject propert	y;						
I CERTIFY THAT I have read Resolu	ution 2014-22 and that I am:						
Email Address: EMILYODAK@GMAIL.COM							
Cell Phone Number:							
Business Phone Number: 954-330-5321							
Address: 777 SOUTH FEDERAL HIGHWAY, FT LA	UDERDALE, FL 33316						
EMILY ODAK							
EMILY ODAY							

Date: 12/18/2013

Emily Odak 777 SOUTH FEDERAL HIGHWAY FORT LAUDERDALE, FL 33316

RE: Assignment of REO Property

Dear Emily Odak,

Green River Capital, LLC ("GRC") has become the servicer of the below referenced property through a foreclosure sale and wishes to protect its interest in that property. You will find all the forms necessary to manage the asset on behalf of GRC on our REO management system, REO (www.reoconnex.com). Please read and follow these instructions completely.

Asset #: 1742270925

Property Address: 255 HIBISCUS AVE, FORT LAUDERDALE, FL 33308

Previous Mortgagor: ROSE SANTOMASSINO

Asset Manager: Dustin Bradbury

Foreclosure Firm: Florida Default Law Group

This is a standard assignment letter. You will be sent an additional email with instructions that pertain to this specific property. Please do not take any action until you read those instructions and understand them fully. Specific instructions will vary depending on which client the property belongs to.

This letter is to serve as authorization for Emily Odak ("Broker/Agent") of Better Homes & Gardens Real Estate Florida 1s, to inspect the above referenced property and to take whatever reasonable steps are necessary to determine the current occupancy status of the property. In addition, the Broker/Agent has authorization to transfer utility services into his/her name, excluding telephone service. Emily Odak, and/or his/her assigns, is acting on behalf of GRC to protect its interest in the property.

GRC manages its properties to a strict set of Performance Standards and all Brokers/Agents will be monitored based upon on these standards. The Standards that apply to you have previously been sent to you. Please refer to the following guidelines for each particular situation you may find when marketing the above referenced asset:

<u>Property Assignment Acceptance</u> You must accept the property assignment in www.reoconnex.com within 12 hours. Certain circumstances may dictate that the property assignment be accepted even sooner. In these situations, we may call you directly to see if you will be accepting the assignment.

Occupied Properties

C. A

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA CIVIL ACTION

CHASE HOME FINANCE LLC, Plaintiff,

VS.

CASE NO. DIVISION 07020621

SPACE FOR RECORDING ONLY F.S.§695.26

ROSE SANTOMASSINO; THE UNKNOWN SPOUSE OF ROSE SANTOMASSINO; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; LAZLO, IN., A FLORIDA CORPORATION; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession

Defendant(s). NOTICE OF LIS PENDENS To the above-named Defendant(s) and all others whom it may concern: You are notified of the institution of this action by the above-named Plaintiff, against you seeking to foreclose a mortgage recorded in Official Records Book 41763, Page 846, on the following property in BROWARD County, Florida: LOT 17, BLOCK 8 OF SILVER SHORES SECTION OF LAUDERDALE BY THE SEA UNIT A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, Dated this 9 day of Horende-Florida Default Law Group, P.L. P.O. Box 25018 Tampa, Florida 33622-5018 (813) 251-4766 .. Michael R. Esposito FLORIDA BAR NO. 0037457 Kenzie N. Sadlak FLORIDA BAR NO. 618241

CHASE-CONV-R-csain

FILE_NUMBER: F07050228

DOC_ID: M000105



IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA CIVIL ACTION

CHASE HOME FINANCE LLC,

Plaintiff,

CASE NO.

CACE-07-002593

VS.

DIVISION

SPACE FOR RECORDING ONLY F.S.8695.26

ROSE SANTOMASSINO; LAZLO, IN., A FLORIDA CORPORATION
TENANT #1 N/K/A JOSE SANTOMASSINO
Defendant(s).

FINAL SUMMARY JUDGMENT OF MORTGAGE FORECLOSURE

1. Plaintiff JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY

MERGER TO CHASE HOME FINANCE LLC¹, 3415 Vision Drive Department G-7, Columbus, OH

43219-6009 is due:

IT IS ADJUDGED THAT:

UNPAID PRINCIPAL BALANCE

\$521,250.00

INTEREST ON THE NOTE AND
MORTGAGE FROM 09/01/2006 TO
02/15/2012
PER DIEM INTEREST AT 7.375%
FROM 02/15/2012 TO 11/28/2012
TITLE SEARCH EXPENSES

30,143.61

209,808.62

TITLE SEARCH EXPENSES
TITLE EXAMINATION FEE
TAXES

175.00 150.00 37,605.20



¹ Plaintiff name has changed pursuant to order previously entered.

Item No. 13.b.

INSURANCE	53,264.02
ATTORNEYS' FEES *Other (*The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.)	1,200.00
ATTORNEYS' FEES TOTAL	\$1,200.00
FILING FEE INVESTIGATION/SERVICE OF PROCESS RESPOND TO ANSWER AND AFFIRMATIVE DEFENSES PROPERTY INSPECTIONS BPO	260.00 360.00 150.00 652.00 318.00
TOTAL	\$855,336.45
That shall bean interest at the rate established by Florida Statute. 2. Plaintiff holds a lien for the total sum-superior to all claims, or estates of	
the following-described property in BROWARD County, Florida:	
LOT 17, BLOCK 8 OF SILVER SHORES SECTION OF LAUDERDALE BY A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOC OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,	THE SEA UNIT OK 28, PAGE 39,
A/K/A 255 HIBISCUS AVENUE FORT LAUDERDALE, FL 33308	
3. If the total sum with interest at the rate described in paragraph 1 and all subsequent to this Judgment are not paid, the Clerk of this Court shall sell the property	
, 2013, at 10:00AM EST, to the highest bidder for cash,	except as
prescribed in paragraph 4 WWW.BROWARD.REALFORECLOSE.COM, THE CLERI	K'S WEBSITE
FOR ON-LINE AUCTIONS	
×	
CHASE HOME FINANCE LLC vs. ROSE FINAL C	SANTOMASSINO, ET AL SUMMARY JUDGEMENT ASE NO. CACE-07-002593

- 4. Plaintiff shall advance all subsequent costs of this and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the bid may be assigned without further Order of this Court and the Clerk shall credit the Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.
- 5. On filing the Certificate of Title the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph. from this date to the date of the sale; and by retaining any amount remaining pending the further Order of this Court.
- 6. On filing the Certificate of Sale defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of its pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.
- 7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, if Plaintiff is not limited to in rem stay relief in an active bankruptcy case and/or if borrower(s) has not been discharged in bankruptcy or constructively served, together with additional attorney's fees, if appropriate.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL

MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE

CHASE HOME FINANCE LLC vs. ROSE SANTOMASSINO, ET AL FINAL SUMMARY JUDGEMENT CASE NO. CACE-07-002593 PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING

AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60

DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM YOU WILL NOT BE ENTITLED

TO ANY REMAINING FUNDS.

If you are the property owner, you may claim these funds yourself. You are not required to have a lawyer or any other representation and you do not have to assign your rights to anyone else in order for you to claim any money to which you are entitled. Please check with the Clerk of the Court, BROWARD County, 201 S.E. Sixth St

Rm-230, Window 10, Fort Lauderdale, FL 33301, Phone: 954-831-5792, within ten (10) days after the sale to see if there is additional money from the foreclosure sale that the Clerk has in the registry of the Court. If you decide to sell your home or hire someone to help you claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an attorney who is not related to the person offering to help you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact Coast to Coast Legal Aid of South Florida, Inc. - (954)736-2400, Florida Immigrant Advocacy Center - Miami Office (305)573-1106, Aid Service of Broward County, Inc. - (954)765-8950, to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact Coast to Coast Legal Aid of South

CHASE HOME FINANCE LLC vs. ROSE SANTOMASSINO, ET AL FINAL SUMMARY JUDGEMENT CASE NO. CACE-07-002593 P.O. Box 25018 Tampa, FL 33622-5018

Florida, Inc. - (954)736-2400, Florida Immigrant Advocacy Center - Miami Office (305)573-1106,

Aid Service of Broward County, Inc. - (954)765-8950, for assistance, you should do so as soon as

possible after receipt of this notice.

9. Planniff holds have and agrees to indemnify any

COUNT II - RE-ESTABLISHMENT OF NOTE

establishment of the lost instance.

8. The Mortgage Note is hereby re-established pursuant Florida Statutes §673.3091 (2006).

DONE AND ORDERED in Chambers, in BROWARD County, Florida, this day of

Circuit Judge

CACE-07-002593

Copies furnished to: Brandon Szymula, Esquire

Ronald R Wolfe & Associates, P.L.

CHASE HOME FINANCE LLC vs. ROSE SANTOMASSINO, ET AL FINAL SUMMARY JUDGEMENT CASE NO. CACE-07-002593 Service List

ROSE SANTOMASSINO c/o Ken Whitman, Esq. Whitman Law Group, PL 2881 E. Oakland Park Blvd Fort Lauderdale, FL 33306

LAZLO, IN., A FLORIDA CORPORATION c/o Damon E. Gasser, Esq. Simon, Sigalos & Spyredes, P.A. DGASSER@SIMONSIGALOS.COM; INFO@SIMONSIGALOS.COM

TENANT #1 N/K/A JOSE SANTOMASSINO 255 Hibiscus Avenue Fort Lauderdale, FL 33308



CHASE HOME FINANCE LLC vs. ROSE SANTOMASSINO, ET AL FINAL SUMMARY JUDGEMENT CASE NO. CACE-07-002593



Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

OFFICE OF THE SPECIAL MAGISTRATE 4501 OCEAN DRIVE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Petitioner,

VS.

SANTOMASSINO, ROSE

Respondent(s)
ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN

To: SANTOMASSINO, ROSE
255 HIBISCUS AVE LAUD BY THE SEA, FL 33308

The Town of Lauderdale-By-The-Sea Special Magistrate, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Town of Lauderdale-By-The-Sea Special Magistrate did issue on 7/18/2012, a Final Order in the above captioned case commanding the Respondent(s) to bring the violation(s) specified in said Final Order into compliance or be subject to a fine in the amounts shown below commencing on dates shown below plus an additional fine to cover costs incurred by the City in the amount of \$0.00.

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Dally Fine
Chapter 6 - Building and Building Regulations	Section 6-36(5) - General structural specifications.	General requirements for all dwellings, dwelling units, hotels, hotel units, rooming houses and rooming units shall be as follows: Every accessory structure shall be kept in a clean and sanitary condition, free from rodents, vermin and infestations	1/30/2013	1/30/2013	\$150.00
Chapter 6 - Building and Building Regulations	Section 6-37(1) (a) Maintenance appearance standards.	The owner and operator of all properties governed by the code shall maintain the exterior of the premises in such a manner to conform with all Town codes and ordinances; avoid blighting influences on neighboring properties; and avoid the creation of	10/17/2012		\$25.00

Page 2 of 4

6

	Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Daily Fine
	Chapter 6 - Building and Building Regulations	Section 6-37(1) (b) Mainlenance appearance standards.	The owner and operator of all properties governed by the code shall maintain the exterior of the premises in such a manner to conform with all Town codes and ordinances; avoid blighting influences on neighboring properties; and avoid the creation of	8/20/2012	8/13/2012	\$150.00
	Chapter 6 - Building and Building Regulations	Section 6-40(a) - Garbage, rubbish and/or weeds.	No owner, occupant or operator of any property shall deposit, cause to be deposited, or fail to remove when deposited, any rubbish, garbage or other refuse on the property.	10/17/2012		\$25.00
	Chapter 6 - Building and Building Regulations	Section 6-41(a)(2) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the	1/30/2013	1/30/2013	\$150.00
1		3 [premises and free of unsanitary conditions and any of th	$\bigcap \int$		1
L	2. That said violation Broward County, Flori	cocurred on the	e following described real	property situat	e, lying and l	being in
(FOLIO#:	494318051	030	(1)	\bigcap	7(9
	LEGAL	SILVER SH	ORES/UNIT A 28-39 B L	OT IZ		

LEGAL

SILVER SHORES UNIT A 28-39 B LOT 17

DESCRIPTION:

BLK 8

STREET ADDRESS:

255 HIBISCUS Ave LAUDERDALE BY THE

SEA, FL 33308

3. That the Respondent(s) did not comply with the Final Order on or before the date specified therein.

Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Torres, T.**, the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

- 4. A fine in the amounts shown above commencing on dates shown above is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Compliance Inspector. Additionally, a fine of \$0.00 to cover costs incurred in the prosecution of this matter is confirmed and imposed.
- 5. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances, as currently enacted or as may be amended from time to time, and such lien shall be coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles and claims regardless of when created or recorded. The Special Magistrate Clerk is directed to record a true copy of this Order in the Public Records of Broward County, Florida. Any such lien which accrues more than (90) days after the date it is recorded and which remains unpaid, may be referred to a collection agency which shall result in the imposition of additional collection fees.

Page 3 of 4

Item No. 13.b.

You may request, in writing, a hearing before the Special Magistrate to contest the finding of non-compliance and imposition of fines. Said hearing shall be limited to consideration of whether the violation(s) was/were timely complied. A written request for a hearing MUST BE MADE TO THE OFFICE OF THE SPECIAL MAGISTRATE AND RECEIVED WITHIN TWENTY (20) DAYS OF THE DATE OF THIS NOTICE. You will be notified of a hearing date and time. If no timely request is received, this Order Imposing Fine and Claim of Lien entered by the Special Magistrate will be recorded in the Public Records of Broward County, constituting a lien on the subject real property.

Respondents may appeal a final administrative order of the Special Magistrate for the Town of Lauderdale-By-The-Sea to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Order to be appealed.

DONE AND ORDERED this 28th Day of January 2013. OFFICE OF THE SPECIAL MAGISTRATE ATTEST: TOWN OF LAUDERDALE-BY-THE-SEA. FLORIDA SPECIAL MAGISTRATE CLERK SPECIAL MAGISTRATE STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowledged before me this Special and Magistate, respectively, of the Town of Lauderdale-By-The-Sea, who are personally known to me and who did not take an oath. My Commission Expires: Print, type or stamp name of MARY JOAN LAMPKIN

Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Lauderdale-By-The-Sea.

EXPIRES: July 15, 2014



Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308



OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Case #:

12060005

Petitioner,

VS.

SANTOMASSINO, ROSE

Respondent(s)

FINAL ORDER OR STIPULATED FINAL ORDER

IN RE:
STREET ADDRESS: 255 HIBISCUS AVE LAUDERDALE BY THE

SEA, FL 333308

FOLIO: 494318051030

LEGAL BLK 8

BLK 8

BLK 8

The Town of Lauderdale-By-The-Sea Special Magistrate, having heard testimony under oath and argument at a Public Hearing, in reference to the above-described property, held Wednesday, July 18, 2012, after due notice to the Respondent(s). The Respondent(s) were not present nor represented at the hearing.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based on the evidence submitted, the Special Magistrate finds the Respondent(s), on the above-referenced property have certain violation(s) and there exists, as a matter of law, those violation(s) of Section(s) of the Town of Lauderdale-By-The-Sea Code of Ordinances. Specific Code Section(s) and description of the violation(s) listed below:

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Daily Fine
Chapter 6 - Building and Building Regulations	Section 6-36(5) - General structural specifications.	General requirements for all dwellings, dwelling units, hotelis, hotel units, rooming houses and rooming units shall be as follows: Every accessory structure shall be kept in a clean and sanilary condition, free from rodents, vermin and infestations	8/20/2012		\$150.00

	0-45	•	B	0 .d D	D-4-	D-16.
	Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Daily Fine
	Chapter 6 - Building and Building Regulations	Section 6-37(1) (a) Maintenance appearance standards.	The owner and operator of all properties governed by the code shall maintain the exterior of the premises in such a manner to conform with all Town codes and ordinances; avoid blighting influences on neighboring properties; and avoid the creation of	8/20/2012	* , ;	\$150.00
	Chapter 6 - Building and Building Regulations	Section 6-37(1) (b) Maintenance appearance standards.	The owner and operator of all properties governed by the code shall maintain the exterior of the premises in such a manner to conform with all Town codes and ordinances; avoid blighting influences on neighboring properties; and avoid the creation of	8/20/2012	,	\$150.00
	Chapter 6 - Building and Building Regulations	Section 6-40(a) - Garbage, rubbish and/or weeds.	No owner, occupant or operator of any property shall deposit, cause to be deposited, or fail to remove when deposited, any rubbish, garbage or other refuse on the property.	8/20/2012	\$	3150.00
	Chapter 6 – Building and Building Regulations	Section 6-41(a)(2) Maintenance of	The exterior of buildings and	8/20/2012		350.00
L	Jemes graduatoria	exterior of	shall be kept free of all		/ /	
	DFF	premises.	nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and	G(
			any of th			

Accordingly, the Respondent(s) are ordered to bring the property into compliance prior to dates shown above.

Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Torres**, **T.**, the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

If the owner(s) fail(s) to comply, an Order Imposing Fine in the amounts shown above for every day that the violation continues to exist commencing on the dates shown above will be entered and a certified copy shall be recorded in the Public Records of Broward County, Florida and shall constitute a lien against the above-described real property or personal property owned by the violator. (Section 162.09, Florida Statutes). This Order may be enforced like a court judgment. Repeat violations can be fined up to \$500.00 per day. (Section 162.09, Florida Statutes). Property owner(s) has/have 30 days from date this Final Order is executed to file an appeal in circuit court. (Section 162.11, Florida Statutes). The property owner must contact the Code Compliance Department to advise when compliance has been reached. The Special Magistrate has also assessed an additional fine of \$0.00 to cover costs incurred by the Town in the prosecution of this matter. Said amount is now due, and if not paid, may also constitute a lien against the above-referenced property which may also be actionable by law.

You may also have other rights which are set forth in Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances.

Item No. 13.b.

Respondents may appeal any decision with respect to any matter considered by the Town of Lauderdale-By-The-Sea Special Magistrate. An appeal must be filed within (30) days of the execution of the Order to be appealed. If a person decides to appeal any decision, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. Section 286.0105, Florida Statutes.

For further information, please contact the Code Compliance Inspector at 954-640-4220

DONE AND ORDERED this 26th day of July 2012

ATTEST:

``...<u>`</u>`

OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Gordon Linn

SPECIAL MAGISTRATE CLERK

SPECIAL MAGISTRATE

Note: Payments should be mailed to the above address made payable to The Town of Lauderdale-By

The-Sea.



Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

OFFICE OF THE SPECIAL MAGISTRATE
4501 OCEAN DRIVE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Petitioner,

VS

SANTOMASSINO, ROSE

Respondent(s)

Case #: 13040010

ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN

255 HIBISCUS AVE LAUD BY THE SEA, FL 33308

TO: SANTOMASSING, ROSE

The Town of Lauderdale-By-The-Sea Special Magistrate, having reviewed evidence and swom testimony by Affidavit, enters the following Findings of Fact:

1. That the Town of Lauderdale-By-The-Sea Special Magistrate did issue on 5/20/2013, a Final Order in the above captioned case commanding the Respondent(s) to bring the violation(s) specified in said Final Order into compliance or be subject to a fine in the amounts shown below commencing on dates shown below plus an additional fine to cover costs incurred by the City in the amount of \$50.00.

Ordinance/Regulation

Section

Description

Order Date to Comply by

Complied

Datly Fine

Chapter 30 - Unified Land
Cay- Maintenance of landscaped areas.

The owner, tenant and/or agent, if any, shall be jointly and severally responsible for the proper maintenance and protection of landscaping and irrigation systems existing or hereafter installed. Maintenance shall include watering, weeding, mowing, f...

2. That said violation occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

FOLIO #:

494318051030

LEGAL

SILVER SHORES UNIT A 28-39 B LOT 17

DESCRIPTION:

BLK 8



DONE AND ORDERED this

Item No. 13.b.

STREET ADDRESS: 255 HIBISCUS Ave LAUDERDALE BY THE SEA. FL 33308

3. That the Respondent(s) did not comply with the Final Order on or before the date specified therein.

Upon complying with this Final Order, the Respondent(s) SHALL NOTIFY Torres, T., the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

- 4. A fine in the amounts shown above commencing on dates shown above is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Compliance Inspector. Additionally, a fine of \$50.00 to cover costs incurred in the prosecution of this matter is confirmed and imposed.
- 5. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances, as currently enacted or as may be amended from time to time. The Special Magistrate Clerk is directed to record a true copy of this Order in the Public Records of Broward County, Florida. Any such lien which accrues more than (90) days after the date it is recorded and which remains unpaid, may be referred to a collection agency which shall result in the imposition of additional collection fees.

You may request, in writing, a hearing before the Special Magistrate to contest the finding of non-compliance and imposition of fines. Said hearing shall be limited to consideration of whether the violation(s) was/were timely complied. A written request for a hearing MUST BE MADE TO THE OFFICE OF THE SPECIAL MAGISTRATE AND RECEIVED WITHIN TWENTY (20) DAYS OF THE DATE OF THIS NOTICE. You will be notified of a hearing date and time. If no timely request is received, this Order Imposing Fine and Claim of Lien entered by the Special Magistrate will be recorded in the Public Records of Broward County, constituting a lien on the subject real property.

Respondents may appeal a final administrative order of the Special Magistrate for the Town of Lauderdate-By-The-Sea to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Order to be appealed.

September 17,2013 ATTEST: OFFICE OF THE SPECIAL MAGISTRATE TOWN OF LAUDERDALE-BY-THE-SEA. FLORIDA SPECIAL MAGISTRATE CLERK SPECIAL MAGISTRATE STATE OF FLORIDA **COUNTY OF BROWARD** The foregoing instrument was acknowledged before me this 33 day of SPOTEUBER Notary Public - State of Florida Magistate, respectively, of the Town of Lauderdale-By-The-Sea, who are personal who did not take an oath. My Comm. Expires Mar 9, 2017 Commission # EE 880335 unda Connorx My Commission Expires: Bonded Through National Notary As-

NOTARY PUBLIC, State of Florida at Large

Item No. 13.b.

Print, type or stamp name of Notary

Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Lauderdale-By-The-Sea.



THIS IS NOT AN OFFICIAL COPY



Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Case #:

13040010

Petitioner,

VS.

SANTOMASSINO, ROSE

Respondent(s)

FINAL ORDER OR STIPULATED FINAL ORDER

IN RE:
STREET ADDRESS: 255 HIBISCUS Aye LAUDERDALE BY THE
SEA, EL 33308

FOLIO: 494318051030
LEGAL
DESCRIPTION: SILVER SHORES UNIT A 28-39 B LOT 17

The Town of Lauderdale-By-The-Sea Special Magistrate, having heard testimony under oath and argument at a Public Hearing, in reference to the above-described property, held Monday, May 20, 2013, after due notice to the Respondent(s). The Respondent(s) were not present nor represented at the hearing.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based on the evidence submitted, the Special Magistrate finds the Respondent(s), on the above-referenced property have certain violation(s) and there exists, as a matter of law, those violation(s) of Section(s) of the Town of Lauderdale-By-The-Sea Code of Ordinances. Specific Code Section(s) and description of the violation(s) listed below:

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Daily Fine
Chapter 30 - Unified Land Development Regulations	Section 30-477 (a)- Maintenance of landscaped areas.	The owner, tenant and/or agent, if any, shall be jointly and severally responsible for the proper maintenance and protection of landscaping and irrigation systems existing or hereafter installed. Maintenance shall include watering, weeding, mowing, f	5/30/2013		\$150.00

Notes:

The Special Magistrate has ordered the property owner to lay sod on the areas of dead lawn within 10 days.

Accordingly, the Respondent(s) are ordered to bring the property into compliance prior to dates shown above.

Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Torres, T.**, the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

If the owner(s) fail(s) to comply, an Order Imposing Fine in the amounts shown above for every day that the violation continues to exist commencing on the dates shown above will be entered and a certified copy shall be recorded in the Public Records of Broward County, Florida and shall constitute a lien against the above-described real property or personal property owned by the violator. (Section 162.09, Florida Statutes). This Order may be enforced like a court judgment. Repeat violations can be fined up to \$500.00 per day. (Section 162.09, Florida Statutes). Property owner(s) has/have 30 days from date this Final Order is executed to file an appeal in circuit court. (Section 162.11, Florida Statutes). The property owner must contact the Code Compliance Department to advise when compliance has been reached. The Special Magistrate has also assessed an additional fine of \$50.00 to cover costs incurred by the Town in the prosecution of this matter. Said amount is now due, and if not paid, may also constitute a lien against the above-referenced property which may also be actionable by law.

You may also have other rights which are set forth in Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances.

Respondents may appeal any decision with respect to any matter considered by the Town of Lauderdale-By-The-Sea Special Magistrate. An appeal must be filed within (30) days of the execution of the Order to be appealed. If a person decides to appeal any decision, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. Section 286.0105, Florida Statutes.

For further information, please contact the Gode Compliance Inspector at 954-640-4220

DONE AND ORDERED this 20th

ATTEST:

OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA,

FLORIDA

SPECIAL MAGISTRATE CLERK

SPECIAL MAGISTRATE

Note: Payments should be mailed to the above address made payable to The Town of Lauderdale-By-The-Sea.

047



CASE NUMBER	13110013	
PROPERTY ADDRESS	255 Hibiscus Av	
INSPECTOR NAME	CARMEN SANCHEZ	

Page 1 of 2



CASE NUMBER	13110013
PROPERTY ADDRESS	255 Hibiscus Av
INSPECTOR NAME	CARMEN SANCHEZ



Item No. 13.b.



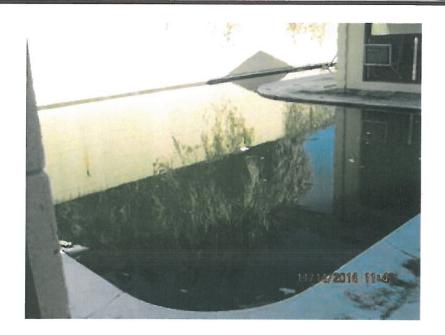














CASE NUMBER	14100015	
PROPERTY ADDRESS	255 Hibiscus Av	
INSPECTOR NAME	CARMEN SANCHEZ	



CASE NUMBER	14100015	
PROPERTY ADDRESS	255 Hibiscus Av	
INSPECTOR NAME	CARMEN SANCHEZ	

TO: Emily Odak

SPRING CARPET, INC.

Date 12/09/14 INVOICE# 61

4599 Bison St.

Boca Raton, FL

SERVICE ADDRESS

255 hibiscus ave Lauderdale by sea

MODEL TRANSPORTED TO THE PARTY OF			
Proposal #	Description		Line Potal
Transmission to	1 hp pool pump	1	350.00
	1 pool filter	1	\$350.00
	Plumbing pump and filter connection	1	\$299.00
			\$227.00
	Clean pool with chlorine wash, drain pool . and fill the		
	pool to the right level		560.00
	Skimmer basket, pool tabelet floater and main drain lid		\$ 144.00
		- 24 (W. 7.20K.) 1	\$ 300.00
			Ψ 500.00
	Pool timer		+ 12400
		TACTA	\$ 134.00
	Pool shock and re-balance		in Annu Valoria
Carlot Committee Com Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee		-Autolij	\$ 260.00
	Si	ubtotal	
		Total	\$2397.00

Thank you for your business!

TO: Emily Odak

SPRING CARPET, INC.

Date 11/12/14 INVOICE #51

4599 Bison St.

Boca Raton, FL

SERVICE ADDRESS

255 hibiscus ave Lauderdale by sea

	A CHARLES OF THE PARTY OF THE P	The second on many
Proposal 5 Description		Line Paial
Lawn maintenance of overgrown gra	ss and weeds	360,00
	Commence of the Commence of th	
Remove all trash around exterior		
of house and dispose		42 0,00
1000	The Telephone of States and Betheline Seeding to the Seeding Seeding Seeding Seeding Seeding Seeding Seeding S	ri anggatawa (na 451), As T
		Literatur partingent
i The Trial Committee of Delegant Committee and American Section (1997)	ara i en alla ara de la companya de	
i i i i i i i i i i i i i i i i i i i	2. #20#95 H. (1994 #16 64) \$25 55 55 55 7 7 7 65 7 65 7 65 7 20 1 65 7 65 7 65 7 65 7 65 7 65 7 65 7 65	
	MCCarron A de Largo Bressante de la	A server constant property
	Subtotal	The second section of the second section section section sections.
w w		t the second of the second control of the second se
	Total	780.00

Thank you for your business!

TO: Emily Odak

SPRING CARPET, INC.

Date 12/01/14 INVOICE #6

4599 Bison St.

Boca Raton, FL

SERVICE ADDRESS

255 hibiscus ave Lauderdale by sea

Proposal :		CA STATE CONTROL OF TAXABLE	A Company of the same of the s
	Description Replace 18 feet 2x8 damaged wood board fascia		Line Total 160,00
		Subtotal	
		Total	160.00

Thank you for your business!



CASE NUMBER	13110013	
PROPERTY ADDRESS	255 Hibiscus Av	
INSPECTOR NAME	CARMEN SANCHEZ	



CASE NUMBER	13110013	
PROPERTY ADDRESS	255 Hibiscus Av	
INSPECTOR NAME	CARMEN SANCHEZ	



CASE NUMBER	14100015	
PROPERTY ADDRESS	255 Hibiscus Av	
INSPECTOR NAME	CARMEN SANCHEZ	

Item No.



Agenda Memorandum

Administration	Pat Himelberger			
Department	Assistant to the Town Manager			
COMMISSION MEETING I	OATE: January 27, 2015 - 7:00 PM			
Presentation Reports	☐ Consent ☐ Ordinance			
Resolution Quasi-Judio	cial Old Business New Business			
☐ FY2014 – PART OF THE STRATEGIC PLAN:				
SUBJECT TITLE: First Reading of C	Ordinance 2015-01, Proposed Amendment to			

EXPLANATION: At the November 18, 2014 Commission meeting, staff was directed by Commission to work with the Town Attorney to draft an ordinance which would regulate street performers with regard to time, place and manner to ensure the safety of the performers, their audiences and the general public while preventing unreasonable disruptions of the Town residents to enjoy public areas or businesses to conduct and operate their businesses. After reviewing several street performer ordinances from across the country, we were able to draft an ordinance which we feel most appropriately suits Lauderdale-By-The-Sea.

Chapter 14.5, Creating Article III Street Performing.

Ordinance 2015-01 (**Exhibit 1**) provides the following key elements:

- Defines what a performance may consist of, but not be limited to such as acting, singing, playing musical instruments, pantomime, juggling, magic, dancing and reciting. "Perform" shall not include the production of items for sale.
- Limits the performance site to 20 feet in radius surrounding the performer when performing.
- A performer may not perform within 30 feet of another permit holder.
- Provides for the requirement of a performance permit requiring a back ground check.
- Defines public areas to mean sidewalks, parks, playgrounds and all other public ways located in the Town.
- Prohibits using a generator or any power source which may pose a fire or public safety hazard or use of any amplification.
- A performer must maintain his/her area free of litter.
- A performer may not block entrances to buildings, curb cuts, or prevent the public from using bicycle racks, benches or waste receptacles.
- A performer must maintain a clear eight-foot contiguous sidewalk width for pedestrian passage.
- A performer may not generate noise or sound that violates the provisions of Chapter 13 "Noise" of this code.
- A performer may not engage in harassment or coercion of a passerby.



- Performances may take place between 10:00 am and 10:00 pm Sunday-Thursday, 10:00am and 10:30pm Friday and Saturday unless otherwise restricted by the Town Manager.
- A performer may accept contributions during the performance and such acceptance shall not constitute a violation of "begging" or "panhandling" conduct under the provisions of Section 14-7. No performer shall solicit donations verbally.
- Any performance permit may be revoked for the protection of the public by the Town Manager after due hearing for the following reasons:
 - o Violation of any section of this article or the Code of Ordinances.
 - o Inaccuracies or misrepresentations upon initial application for the performance permit.
 - o Any other such matters as the Town Manager deems appropriate, that may justify suspension or revocation of the Permit
- Any applicant or permittee may file an appeal to the Town Commission upon the denial of an application or the suspension of the permit by the order of the Town Manager.

RECOMMENDATION: Approve Ordinance 2015-01 on first reading.

Exhibits: Ordinance 2015-01

Reviewed by Town Attorney

Yes No

File: T:\0 Agenda\AGENDA MEMO TEMPLATE.docx

ORDINANCE 2015-01

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, **AMENDING CHAPTER** "PEDDLERS AND **SOLICITORS**" BY **CREATING** ARTICLE III "STREET PERFORMING" TO PROVIDE FOR PERMITTING AND REGULATION OF STREET **PERFORMANCES**; **AND PROVIDING FOR** CODIFICATION, SEVERABILITY, CONFLICTS, AND AN **EFFECTIVE DATE**

- 1 WHEREAS, the Town Commission recognizes that changes to the adopted Code of
- 2 Ordinances (the "Code") are periodically necessary in order to ensure that the Town's
- 3 regulations are current and consistent with the Town's planning and regulatory needs; and
- 4 WHEREAS, the Town Commission recognizes that street performers can, when
- 5 carefully regulated, provide a public amenity that enhances the character of a downtown
- 6 pedestrian environment; and
- WHEREAS, the Town Commission desires to permit performances in a manner
- 8 consistent with the overall public interest; and
- 9 **WHEREAS**, the Town Commission recognizes that street performers seek to and do
- draw crowds to their performances which can create serious safety problems by impacting the
- ability of pedestrians to move safely on sidewalks and through crosswalks, and impeding the
- response time of safety personnel; and
- WHEREAS, street performances can also impact access to and egress from businesses;
- 14 and

Item No. 14.a.i.

15	WHEREAS, the Town Commission finds that street performers often interact closely
16	with the public including children; and
17	WHEREAS, the Town Commission finds that the permitted presence of a street
18	performer in the Town is perceived by the public as non-threatening; the Town's allowance of
19	the activity thus creating in the public a sense of security and trust; and
20	WHEREAS, the protection of the public, particularly children, from felons and sex
21	offenders, is a critical concern; and
22	WHEREAS, the Town Commission recognizes that street performers are engaged in
23	First Amendment activities; and
24	WHEREAS, the Town Commission desires to impose reasonable time, place and
25	manner restrictions on street performers to the extent necessary to ensure the safety of
26	performers, their audience, and the general public and to prevent unreasonable interference with
27	residents' enjoyment of peace and quiet in their homes or the ability of businesses to operate and
28	conduct their business; and
29	WHEREAS, the Town Commission conducted a first and second reading of this Ordinance
30	at duly noticed public hearings, as required by law, and after having received input from and
31	participation by interested members of the public and staff, the Town Commission has determined
32	that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the
33	Town, its residents, and its visitors.
34	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
35	TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

36	SECTION 1 . Recitals. The preceding "Whereas" clauses are ratified and incorporated
37	as the legislative intent of this Ordinance.
38	SECTION 2. Amendment. Chapter 14.5, "Peddlers and Solicitors," of the Code of
39	Ordinances, is hereby amended by creating Article III, "Street Performing," as follows ¹ :
40 41	CHAPTER 14.5 - PEDDLERS AND SOLICITORS
42	* * *
43	ARTICLE III. STREET PERFORMING
44	DIVISION 1. GENERALLY
45	Sec. 14.5-61. Intent and Purpose.
46 47 48 49 50 51	The Town Commission finds that allowing street performers in the Town provides a public amenity that enhances the character of the downtown, and seeks to encourage performances in a manner consistent with the overall public interest. The Town Commission also recognizes that street performers seek to and do draw crowds to their performances. This can create serious safety problems by impacting the ability of pedestrians to move safely on sidewalks and through crosswalks, and impeding the response time of safety personnel. It can also impact access to and egress from businesses.
53 54 55 56 57	Cognizant that street performers are engaged in First Amendment activities, this Article imposes reasonable time, place and manner restrictions on street performers to the extent necessary to ensure the safety of performers, their audience, and the general public and to prevent unreasonable interference with residents' enjoyment of peace and quiet in their homes or the ability of businesses to operate and conduct their business.
58	The purpose of this Article is to encourage and permit street performance in public areas.
59	Sec. 14.5-62. Definitions.
60 61	For the purpose of this Article, the following words and phrases shall have the meanings hereinafter set forth except where such terms are used in a context which clearly indicates a different meaning.
62 63 64	Perform means to do an action or activity for the purpose of entertaining, which may include, but is not limited to, the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing and reciting. "Perform" shall not include the production of items for sale.
65 66	Performance Site means the area, 20 feet in radius surrounding the Performer when he or she is performing.

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¹ All text is new text.

- 67 Performance Permit means a performance permit issued by the Town to an individual or group of 68 people to allow that individual or group to Perform within the Town as specified in the Permit 69 pursuant to this Article.
- 70 Performer means a person or group of persons who has obtained a permit pursuant to this Article.
- Public Areas means the sidewalks, parks, playgrounds and all other public ways located in the Town, except those portions of the streets and roadways intended for use by vehicular traffic within the Town.
- 74 Town means Town of Lauderdale-By-The-Sea
- 75 Town Manager means the Town Manager of the Town or his or her designee.

76 **Sec. 14.5-63. Prohibitions.**

- 77 (a) No person may perform in the public area without having obtained a performance permit issued under Section 14.5-64.
- 79 (b) A performer may not use any power source that poses a fire or public safety hazard or any generator. A performer may not connect or maintain an electrical cord to an adjacent building or to a Town power source.
- 82 (c) A performer may not use electric or electronic amplification.
- 83 (d) A performer may not litter his or her performance area, and is responsible for maintaining his or her performance area, free of litter.
- 85 (e) A performer may not utilize during his or her performance, or prevent the public from utilizing, any public bench or waste receptacle. No street performer shall block access to an entrance to a building or bicycle rack.
- 88 (f) A performer may not place any object on a public sidewalk that results in less than an eight-foot contiguous sidewalk width being kept clear for pedestrian passage.
- 90 (g) A performer may not perform with more instruments, props, equipment or other items than such performer can reasonably transport or remove at one time.
- 92 (h) A performer may not place his or her instruments, props, equipment, or other items anywhere other than a performance site during his or her performance.
- 94 (i) A performer may not leave his or her instruments, props, equipment or other items unattended.
- 95 (I) A performer may not block or obstruct a curb cut.
- 96 (j) A performer may not generate noise or sound that violates the provisions of Chapter 13 "Noise" of this code.
- 98 (k) A performer shall not use an animal as part of his or her act while on public property, unless the 99 performer is licensed by the United States Department of Agriculture under the Animal Welfare Act 100 and provides the Town written proof thereof.
- 101 (I) A performer may offer recordings of his or her own work provided he or she submitted samples of such with his or her permit application.

- 103 (m) A performer may not engage in harassment or coercion of a passerby.
- 104 (n) A performer may not establish a performance site within 10 feet of the closest intersection or within 30 feet of another permit holder. In no case shall a performer perform anywhere within a performance site closer than 10 feet to an intersection.

107 **Sec. 14.5-64. Permit.**

- 108 (a) A permit shall be issued by the Town to each applicant meeting the requirements of this Article within 7 days of receipt by the Town of a complete application and a fee established by resolution of the Town Commission subject to the provisions of Section 14.5-71.
- 111 (b) A completed application for a permit shall contain the applicant's name, address, date of birth, photo, telephone number, and copy of the driver's license or other government issued identification of the applicant, and shall be signed by the applicant.
- 114 (c) The Town shall refer the application to the Chief of Police, who will conduct a background check on 115 the applicant. Upon receipt of the appropriate reports, the Chief of Police shall forward them to the 116 Town, together with any other relevant information from the files regarding the applicant.
- 117 (d) A permit shall be valid from the date on which it is issued through December 31 of the year in which it is issued.
- 119 (e) A permit shall contain the name, picture and permit number of the applicant plus the months and year in which the permit is valid.
- 121 (f) A permit shall be non-transferable.
- 122 (g) Upon issuing a permit, the Town shall also issue the performer a printed copy of this Article.

123 **Sec. 14.5-65. Denial of Permit.**

- The Town shall deny an applicant's application for a street performer's permit if an investigation of the applicant or if the applicant's application indicates that the applicant:
- 126 (1) Has failed to pay required permit fees;
- 127 (2) Has been convicted of a felony or as a sex offender by any state or Federal court within the past five years; or
- 129 (3) Is a registered sex offender in any state.

130 **Sec. 14.5-66. Display of Permit.**

- A performer shall show the performance permit to any police officer of the Town upon request.
- 132 Sec. 14.5-67. Permitted Performances.
- 133 (a) Performances may take place in the following locations:
- In public areas, except those excluded pursuant to Section 14.5-68; or
- On private property, if the performer has obtained the written permission of the owner of such property or other person with authority to grant such permission with respect to such property;

- 137 (b) Performances may take place between 10:00 a.m. and 10:00 p.m. Sunday Thursday, 10:00 a.m. and 10:30 pm Friday and Saturday unless otherwise restricted by the Town Manager.
- 139 (c) A performer may not block the passage of the public through a public area. If a sufficient crowd gathers to see or hear a performer such that the passage of the public through a public area is blocked, a police officer may disperse the portion of the crowd that is blocking the passage of the public. Said police officer may require the performer to relocate to a location that can accommodate the crowd.
- 144 (d) No performer shall perform at a distance of less than 30 feet from another performer that already is performing.
- 146 (e) No performer shall perform at a distance of less than 50 feet from the boundaries of a Town permitted Special Event.
- 148 (f) The use of a performance site by a permit holder is on a daily, first-come, first served basis. No 149 permit holder may reserve a location; and each permit holder shall abandon a location of the end of 150 his or her working day, including the removal of all personal property of the permit holder.

151 Sec. 14.5-68. Exclusion of Public Areas.

- At the discretion of the Director of Municipal Services or Town Manager, certain designated areas may be excluded from further performances in public emergencies, to prevent conflict with permitted special events, construction or Town activities, or for other health or safety reasons.
- 155 Sec. 14.5-69. Acceptance of Contributions.
- 156 (a) A performer may accept contributions during the performance and such acceptance shall not constitute a violation of "begging" or "panhandling" conduct under the provisions of Section 14-7. No performer shall solicit donations verbally. However, a box, jar, musical case or similar item may be left open to indicate that donations will be accepted without violation of Section 14-7 of the Code.
- 160 (b) Performing, and related acceptance of contributions, if such occur in a performance site and as provided in this Article, will not constitute violations under the provisions of Sections 14-11 or 14-17.
- 162 **Sec. 14.5-70. Compliance.**
- The conduct and behavior of all performers will be in compliance with the existing codes, which include, but are not limited, to the Noise Ordinance and the laws on the obstruction of sidewalks and other passageways, as well as off-site vending, pamphleteering, advertising or solicitation. Performances must not contain any obscenity as defined by state law.

167 Sec. 14.5-71. Enforcement, Suspension or Revocation of Permit.

- 168 (a) Any performance permit may be revoked for the protection of the public by the Town Manager after due hearing for the following reasons:
- 170 (1) Violation of any section of this article or the Code of Ordinances;
- 171 (2) Inaccuracies or misrepresentations upon initial application for the performance permit;
- 172 (3) Conviction of felony or as a sex offender by any state or Federal court within the past five years;
- 173 (4) Current registration as a sex offender in any state; or

- 174 (5) Any other matters the Town Manager finds affect the health and safety of the residents.
- 175 (b) In the event the Town determines there are grounds for suspension, revocation or other action, as 176 provided in this Article, the Town shall schedule a hearing before the Town Manager and notify the 177 permittee in writing and the grounds upon which such action is proposed, no less than 7 days prior to 178 the date of the hearing. In the event of an emergency the hearing may be held no less than 24 179 hours after notice to the permittee.
- (c) Notice shall be deemed given when a notice has been properly addressed to the address as provided by the permittee on the performance permit application, stamped and deposited in a U.S.
 Postal depository or collected by an employee of the U.S. Postal Service,. Emergency notice shall be attempted by all available avenues including hand delivery.
- 184 (d) The Town Manager may:
- 185 (1) Find no violation.

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- (2) Temporarily suspend the permit for a time period relative to the severity of the violation, as determined appropriate by the Town Manager.
 - (3) Revoke the permit for the remainder of its term.
 - (4) Direct or take such other action as deemed appropriate by the Town Manager including but not limited to setting a fine amount not to exceed \$250 depending on circumstances, or establishing other conditions of the performance permit.
- (5) Should the facts and circumstances suggest the public is endangered or may be harmed if immediate action is not taken, the Town Manager may suspend or revoke a permit immediately subject to appeal as provided herein. Such appeal shall not stay the suspension or revocation or other action of the Town Manager.
- (6) A finding of violation twice within a one-year period shall require revocation of the permit for the remainder of its term.
- 198 (e) Nothing in this Article shall take away other enforcement powers of the Town, Special Magistrate or any other agency provided by the Code or statute.
- 200 Sec. 14.5-72. Appeal of denial or Town Manager's order.
- 201 (a) Any applicant or permittee may appeal the denial of an application or the order of the Town Manager 202 by filing an appeal thereof with the office of the Town Clerk on such forms as the Town Clerk may 203 prescribe for such purpose. Such application shall contain the following information:
- 204 (1) Name, home and business address and telephone number of the appellant;
- 205 (2) A copy of the denial or order being appealed;
- 206 (3) A description of the facts, circumstances or defenses of the appellant supporting the appeal;
- 207 (4) If the appeal concerns a suspension or revocation, then a copy of the applicable performance permit; and
- 209 (5) The appropriate appeal fee as established by resolution of the Town Commission.
- 210 (b) Upon the filing of an appeal, the Town shall schedule a hearing before the Town Commission at the next regular meeting of such Commission occurring more than 15 days from the date of the filing of such appeal and shall provide no less than 10 days written notice of the hearing date to the appellant.

214 215 216 217 218	(c) At any hearing in connection with the appeal, the appellant shall be entitled to appear in person through counsel and to submit such evidence as the appellant shall deem appropriate. The forn rules of evidence shall not apply, but the Mayor of the Town Commission shall conduct such heari so as to ensure the appellant a full opportunity to respond to the action being appealed. Hears evidence shall be accepted, but the Town Commission shall determine its probative value.	nal ing	
219 220	(d) The Town Commission shall determine whether, under the facts and circumstances of each matt the denial of the application or order of the Town Manager was reasonably justified.	er,	
221 222 223	(e) The Town Commission's finding shall constitute a final determination subject to judicial review in court of competent jurisdiction.	ı a	
224	Section 3. Codification. This Ordinance shall be codified in accordance with t	the	
225	foregoing. It is the intention of the Town Commission that the provisions of this Ordinance sh	ıall	
226	become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that		
227	the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be		
228	changed to "section", "article" or such other appropriate word or phrase in order to accomplish such		
229	intentions.		
230	Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance	is	
231	held to be invalid or unconstitutional by any court of competent jurisdiction, then said holdi	ng	
232	shall in no way affect the validity of the remaining portions of this Ordinance.		
233	Section 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts there	of,	
234	in conflict herewith are hereby repealed to the extent of said conflict.		
235	Section 6. Effective Date. This Ordinance shall be in full force and effect immediately		
236	upon its passage on second reading.		
237	Passed on the first reading, this day of, 2015.		
238	Passed and adopted on the second reading, this day of, 2015.		
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Item No. 14.a.i.

241 242	MAYOR SCOT SASSER		OR SCOT SASSER
243		First Reading	Second Reading
244	Mayor Sasser		
245	Vice-Mayor Vincent		
246	Commissioner Brown		
247	Commissioner Dodd		
248	Commissioner Sokolow		
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250	ATTEST:		
251			
252	Tedra Smith, Town Clerk		
253			
254	APPROVED AS TO FORM:		
254	APPROVED AS TO FORM:		
255			
256			
257	Susan L. Trevarthen, Town Attorney		
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Item No. ____



Agenda Item Memorandum

Development Services	Linda Connors			
Department	Town Planner/Asst. Development Services Director			
COMMISSION MEETING: Janu	nary 27, 2015 – 7:00 P.M.			
☐ Presentation ☐ Reports ☐	Consent			
☐ Resolution ☐ Quasi-Judicial ☐	Old Business			
SUBJECT TITLE: First Reading for Ordinance 20	015-02 Solicitation and Vending.			
EXPLANATION: Solicitation is regulated by the Town in "Peddlers and Solicitors" of our Town Code of Ordinances. updated since 1962 and 1989 respectively.	•			
At their November 18, 2014 meeting, the Commission director special events asking that the regulations remain restrictive to the Commission's directive (Exhibit 2) and accomplishes the	a degree (Exhibit 1). Ordinance 2015-02 addresses			

Chapter 5 Beaches and Waterways

1. Allows solicitation on the beach if in conformance with a Town approved special event permit.

Chapter 14.5 Peddlers and Solicitors, Article I. Garage Sales:

- 2. Reorganizes for clarity;
- 3. Adds a requirement that allows merchandise to be displayed only during the hours of operation of the sale and a requirement to secure the merchandise at night;

Chapter 14.5, Article II Off-Premises Vendors

- 4. Adds definitions for association with a business; promotional entertainer; solicit/solicitation (same as existing Chapter 5 definition); and clarifies the definition of vending and vendor;
- 5. Adds language prohibiting vending and promotional entertainment within 250 feet of Commercial Blvd., Ocean Blvd and El Mar Drive;
- 6. Allows an exception for promotional entertainers operating within a sidewalk café boundary or within 4 feet of the confines of the premises of the business with which they are associated;
- 7. Updates requirement for vendor's licenses;
- 8. Provides procedures for suspension or revocation of a vendor's license by the Town Manager; and
- 9. Clarifies language related to notice and procedures for appeal of a suspension or revocation.

Agenda Memorandum

Page 2



RECOMMENDATION: Staff recommends approval of Ordinance 2015-02 on first reading and set second reading for February 24, 2015.

EXHIBITS: 1 – Commission Meeting Minutes from November 18, 2014

2 – Ordinance 2015-02

Reviewed by Town Attorney

Yes No

R:\0 Agenda\1-27-2015 Commission Meeting\Dev Services\Solicitation\1-27-15 AM Ordinance 2015-02_37Z9220.docx

Lauderdale-By-The-Sea Town Commission Regular Meeting November 18, 2014

Town Manager Hoffmann recommended that roughly \$40,000 be taken from the beach renourishment project, as the County has just received permits to proceed with this project and expects to begin in early 2015. It was noted that the only commitment the Town has made thus far is allowing the use of the Palm Avenue portal for the delivery of sand. Town Attorney Trevarthen advised that if the County is willing to pay for the entirety of the project, she was not certain that the Town could take any action to prohibit activity.

i. Commercial Use of the Beach (Connie Hoffmann, Town Manager)

Town Manager Hoffmann noted that Town Code is very restrictive regarding commercial use of the beach; however, the Town regularly receives requests from entities or individuals who wish to hold classes or establish concessions on the beach. The Item is on the Agenda since the Town has recently been approached by multiple vendors.

The Commissioners discussed the issue, noting that this Item is similar to the discussion of street vendors: if a regulatory structure is in place, the Town will be able to enforce the prohibition of unwanted beach vendors while allowing activity on an approved basis. There was agreement that Code should remain restrictive to a degree.

Town Attorney Trevarthen advised that an Ordinance amendment will be necessary in order to allow the Town greater flexibility in approving events, although she cautioned that this amendment will need to include criteria to be met by prospective vendors. She stated that she would work with Staff to determine the details.

Jerry Sehl, representing the Kiwanis Club, stated that he approached the issue from a fundraising perspective. He pointed out that a beach chair fundraising concession would be a local initiative.

14. ORDINANCES

Ordinances 1st Reading

None.

Ordinances 2nd Reading

i. Ordinance 2014-17 – An Ordinance of the Town of Lauderdale-By-The-Sea, Florida, amending Chapter 30, Unified Land Development Regulations, of the Code of Ordinances, Section 30-326, "General Regulations for Window Awnings and Entrance Canopies," to update standards and review requirements for awnings and entrance canopies; and

ORDINANCE 2015-02

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, "BEACHES AND WATERWAYS" ARTICLE II, "BEACH REGULATIONS", OF THE CODE OF ORDINANCES, TO PERMIT APPROVED SPECIAL EVENT ACTIVITIES ON THE BEACHES; AMENDING CHAPTER 14.5 "PEDDLERS AND SOLICITORS" TO ADDRESS VENDING AND PROMOTIONAL ENTERTAINERS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

- 1 WHEREAS, the Town Commission recognizes that changes to the adopted Code of 2 Ordinances (the "Code") are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs; and 3 4 WHEREAS, the Town desires to update regulations for garage sales addressed in 5 Chapter 14.5, "Peddlers and Solicitors;" and 6 WHEREAS, soliciting on the public beaches is prohibited in Chapter 5, "Beaches and Waterways" and in Chapter 14.5, "Peddlers and Solicitors;" and 7 WHEREAS, the Town Commission desires to update the Code to provide for 8 commercial activities on the beach when approved as part of a special event permit; and 9
- WHEREAS, the Town Commission desires to provide regulations addressing the activities of "promotional entertainers" working in the Town; and
- WHEREAS, the Town Commission finds that activities involving the solicitation and canvassing of money provides opportunities for fraud against unsuspecting citizens; and

14	WHEREAS, the Town Commission finds that the prevention of burglary and other
15	criminal activities is a critical concern; and
16	WHEREAS, the Town Commission finds that residents have a right to a degree of
17	privacy in their own home; and
18	WHEREAS, the Town Commission finds that it is necessary to regulate such vendors
19	and solicitors by requiring a permit for operating within the Town, providing for time limitations
20	and additional regulations to protect those soliciting and those being solicited; and
21	WHEREAS, the selling and vending of merchandise, products and services in and
22	adjacent to public right-of-way, streets and sidewalks creates congestion and traffic and
23	pedestrian safety issues; and
24	WHEREAS, the Town Commission finds that Commercial Boulevard, Ocean
25	Boulevard/State Road AIA and El Mar Drive present an increased and significant danger for use
26	by distracted drivers, pedestrians and vendors and solicitors, and pose the greatest threat to traffic
27	and public safety in reference to activities and use by vendors and solicitors.
28	WHEREAS, the Town Commission finds that amendment of the Town's regulations
29	concerning vending and soliciting is necessary for protection of the health, safety, and welfare of
30	the residents of the Town; and
31	WHEREAS, the Town Commission conducted a first and second reading of this Ordinance
32	at duly noticed public hearings, as required by law, and after having received input from and
33	participation by interested members of the public and staff, the Town Commission has determined
34	that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the
35	Town, its residents, and its visitors.

36	NOW,	THEREFORE,	BE IT	ORDAINED	BY THE	TOWN	COMMISSION	OF	THE
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37 TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

- 38 **SECTION 1**. Recitals. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.
- 40 **SECTION 2.** Amendment. Article II, "Beach Regulations," of Chapter 5, "Beaches
- and Waterways," of the Code of Ordinances, is hereby amended as follows¹:

Chapter 5 - BEACHES AND WATERWAYS

ARTICLE II. - BEACH REGULATIONS

44 Sec. 5-22. - Soliciting on the beach.

- 45 (a) It shall be unlawful to solicit on the public beach except in conformance with a special event
 46 application approved by the Town Commission, provided that this provision shall not apply
 47 to newspaper boys, persons operating under beach franchises and established business
 48 operations conducted entirely within an enclosed building or structure.
- 49 (b) The term "solicit" or "soliciting" shall mean and include any one or more of the following activities:
 - (1) Seeking to obtain orders for the purchase of goods, merchandise, foodstuff, services or any other thing of any kind, character or description whatsoever for any kind of consideration whatsoever;
 - (2) Selling goods, merchandise, foodstuff, services or other thing of any kind, character or description whatsoever, for any kind of consideration whatsoever;
 - (3) Selling or seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication for any kind of consideration whatsoever;
 - (4) Seeking to obtain gifts, or contributions of money, clothing or any other thing for any reason whatsoever;
 - (5) Seeking to obtain orders for, or selling real estate of any kind, character or description whatsoever for any kind of consideration whatsoever;
 - (6) Renting or seeking to obtain orders for the rental of goods, merchandise, foodstuff, services, real estate or any other thing of any kind, character or description whatsoever, for any kind of consideration whatsoever;

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¹ Additions to existing text are shown in <u>underline</u>. Deletions are shown in strikethrough.

Exhibit 2

65 66 67	(7) Promoting sales or rentals of real estate, services or goods by the offering of any free services or goods of any kind, character or description whatsoever as an inducement to examine the desirability of such purchase or rental;
68 69 70	(8) Placing or carrying, or causing to be placed or carried any showboard, placard or sign for the purpose of accomplishing any of the activities set forth in subparagraphs (1) through (7) above.
71	* * *
72	SECTION 3. Amendment. Chapter 14.5, "Peddlers and Solicitors," of the Code of
73	Ordinances, is hereby amended as follows ² :
74	CHAPTER 14.5 - PEDDLERS AND SOLICITORS
75	ARTICLE I. GARAGE SALES
76	Sec. 14.5-1. Purpose.
77 78	For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
79 80	(1) Garage sale. Any sale of used merchandise owned by the person conducting the sale or his immediate family, and sold at his a place of residence.
81 82	(2) Rummage sale. A sale of donated articles by a civic, charitable, or religious organization in a shopping center or other public area serving the public generally.
83	Sec. 14.5-2. Permit required.
84 85 86	No person or organization shall conduct a garage sale or rummage sale as herein defined without first having obtained a permit from the Town for such sale. There shall be no fee for the permit.
87	Sec. 14.5-3. Signs; display of items for sale.
88 89	(1) <u>Sign location.</u> Any person conducting a garage sale shall be permitted to post <u>only a total of three signs to advertise the sale as described below.</u>
90	(a) Signs shall be distributed by placing one sign may be placed at the site of the garage

² Additions to existing text are shown in <u>underline</u>. Deletions are shown in strikethrough.

corners closest to the property.

sale;

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(b) and the other No more than two signs may be placed at the street intersections

94 95	(c) No signs may be placed which interfere with pedestrian or vehicular traffic or on the property of others without the permission of the property owner.
96 97 98	(2) <u>Size.</u> Any signs which interfere with the flow of pedestrian or vehicular traffic may be removed by the Town with any attendant costs charged to the person conducting the sale. The <u>S</u> signs shall not exceed three square feet each.
99 100 101 102 103 104 105 106 107	(3) Removal. All signs must be removed within 24 hours of the completion of the garage sale. Failure to remove signs within 24 hours shall result in a \$25.00 fine. The sign shall conform with the Town's requirements for residential "For Sale" signs (i.e. only one sign is permitted on the property; this sign is not to exceed three square feet; an exempt sign permit is required). All merchandise must be displayed in a garage, driveway, carport, or roofed porch. Garage sales shall be limited to a total of four days in a ten-day period, during any six-month period. No more than three rummage sales, not to exceed three days each, shall be conducted by any organization in any 12-month period, where the rummage sale is conducted in a public shopping center or other public area serving the public generally.
109	Sec. 14.5-4. Display of items for sale.
110 111 112 113	 (1) Garage sales. All merchandise must be: (a) displayed in a garage, driveway, carport, or roofed porch; (b) displayed only during the hours of operation of the sale; and (c) secured at night.
114115116117	(2) <u>Rummage sales.</u> <u>Location of the merchandise shall be reviewed as part of the rummage sale permit. Merchandise must be displayed only during the hours of operation of the sale and secured at night.</u>
118	Sec. 14.5-5. Duration.
119 120	(1) <u>Garage sales. Garage sales shall be limited to a total of four days during any six-month period.</u>
121 122	(2) <u>Rummage sales.</u> No more than three rummage sales, not to exceed three days each, shall be conducted by any organization in any 12-month period.
123	Secs. 14.5-1 <u>6</u> —14.5-25. Reserved.
124	ARTICLE II. OFF-PREMISES VENDORS
125	DIVISION 1. GENERALLY
126	Sec. 14.5-26. Definitions.

For purposes of this article, the following definitions shall apply:

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Associated with a business means representing a business, as an owner, employee or volunteer, or working with or for a business, with or without compensation. A Promotional Entertainer shall be presumed to be Associated with a business upon any act that promotes a particular business or invites or refers another person to patronize a particular business.

Off-premises vending means vending on or from any street, sidewalk or other public thoroughfare or from or on the beach or from or on any public swale area or on or from any public parking lot or on or from any public property or on or from any place other than the place or within four (4) feet of the place at which such product, real property, time share interest or service is to be sold, served or delivered, and such phrase shall include invitations or enticements to meet with someone offering any product, real property, timeshare interest or service for sale or transfer.

<u>Promotional entertainer means any person who, by means of words, activities, advertisement, handbill, inducement, solicitation or otherwise, attempts to directly or indirectly draw attention or direct or encourage any person to patronize any business or who offers any type of product, service, or entertainment, for free or for a fee, on behalf of a business. The term includes face painters, balloon artists or distributors, magicians and other artists in any way associated with a business.</u>

Solicit, solicitation or soliciting shall mean and include any one or more of the following activities:

- (1) Seeking to obtain orders for the purchase of goods, merchandise, foodstuff, services or any other thing of any kind, character or description whatsoever for any kind of consideration whatsoever;
- (2) Selling goods, merchandise, foodstuff, services or other thing of any kind, character or description whatsoever, for any kind of consideration whatsoever;
- (3) Selling or seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication for any kind of consideration whatsoever;
- (4) Seeking to obtain gifts, or contributions of money, clothing or any other thing for any reason whatsoever;
- (5) Seeking to obtain orders for, or selling real estate of any kind, character or description whatsoever for any kind of consideration whatsoever;
- (6) Renting or seeking to obtain orders for the rental of goods, merchandise, foodstuff, services, real estate or any other thing of any kind, character or description whatsoever, for any kind of consideration whatsoever;
- (7) Promoting sales or rentals of real estate, services or goods by the offering of any free services or goods of any kind, character or description whatsoever as an inducement to examine the desirability of such purchase or rental;
- (8) Placing or carrying, or causing to be placed or carried any showboard, placard or sign for the purpose of accomplishing any of the activities set forth in subparagraphs (1) through (7) above.
- *Timeshare interest* means any interest in a timeshare project.

Timeshare project means any real property subject to a timeshare or interval ownership planof development.

Vending means any of the following:

- (1) selling or marketing or offering to sell or market by virtue of any act of solicitation anywhere within the Town, any product, real property, timeshare interest or service;
- (2) Seeking any donation of any kind, or who personally hands to or seeks to transmit by hand or receive by hand any thing of any kind, whether or not payment in exchange is required or requested, to any person who operates or occupies an motor vehicle of any kind, which vehicle is engaged in travel on or within any portion of any of the roads designated in Section 14.5-27, whether or not such vehicle is temporarily stopped in the travel lanes of the road;
- (3) The activities of a promotional entertainer, when conducted consistent with the requirements of this Article, shall not be considered vending;

Vendor means any person, other than a promotional entertainer, who, by means of advertisement, handbill, inducement, solicitation or otherwise, attempts to directly or indirectly sell or take orders for the sale and purchase of any product, real property, timeshare interest or service or to entice or induce any person to patronize any business, meet with a salesman or attend a sales presentation, the purpose of which is to sell any product, real property, timeshare interest or service.

Vendor's license means a regulatory license which serves as a written grant of authority issued by the Town of Lauderdale-By-The-Sea to a vendor pursuant to this article whereby such vendor is authorized to engage in off-premises vending in the Town.

Sec. 14.5-27. Vending and promotional entertainment pProhibited in certain areas.

- (1) <u>Prohibition</u>. Except as approved by the Town Commission as part of a special event application it shall be unlawful for any person to conduct off-premises vending or to operate as a promotional entertainer:
 - a. on or upon any of the sandy beaches within the Town;
 - b. on or within 250 feet of Commercial Boulevard;
 - c. on or within 250 feet of Ocean Boulevard/State Road AIA;
 - d. on or within 250 feet of El Mar Drive.
- (2) <u>Exception.</u> Subject to the other limitations imposed hereby, the off-premises vending promotional entertainers may be operate:
 - <u>a.</u> conducted upon any public thoroughfare street or sidewalk, or right of way, provided such sidewalk or right of way is immediately adjacent to and within 4 feet of the confines of the premises of the business with which they are associated;

206 207	b. if associated with a sidewalk cafe, within the approved boundaries of the sidewalk café;
208 209 210	(3) provided that no such off premises vending Promotional entertainers or their activities shall <u>not</u> impede pedestrian or motor vehicle traffic upon the public thoroughfares, streets, sidewalks.
211 212	(4) and Vending and promotional entertainer activities shall—otherwise—be conducted in a manner that to ensures the peace, safety and welfare of persons frequenting such areas.
213	Sec. 14.5-28. Prohibited conduct of vendors.
214	No vendor shall vend or solicit:
215 216 217 218	(1) In such a way that would restrict or interfere with the ingress or egress of the abutting property owner or tenant, or create or become a public nuisance, increase traffic congestion or delay or constitute a hazard to traffic, life or property, or an obstruction to adequate access for fire, police or sanitation vehicles.
219	(2) By hand signal, flag or motion on the street.
220 221	(3) By placing or carrying or causing to be placed or carried any showboard, placard or sign.
222	(4) With the use of any table, crate, carton, rack or any other device.
223	(5) Any product, merchandise or items [when] not licensed to do so by the Town.
224 225	(6) Without the vendor's license or identification tag required by sections 14.5-41 and 14.5-45 hereof.
226	(7) At any location where the sidewalk is not over four feet in width.
227	(8) Within ten-four feet of an entranceway to any building.
228	(9) Within ten feet of any crosswalk or intersection.
229	(10) In such a manner that would obstruct pedestrian traffic.
230	(11) Within 20 feet of a bus stop.
231 232	(12) To any person who has directed the vendor to stop, cease or desist from further conversation or activity in furtherance of such vending.
233	Secs. 14.5-29—14.5-40. Reserved.
234	DIVISION 2. LICENSE

Sec. 14.5-41. License, identification tag required for off-premises vending.

It shall be unlawful for any person to conduct the activity of off-premises vending within the Town without first obtaining a vendor's license and identification tag therefor. Each person conducting such activity, as well as such person's employer, shall be required to be obtain such

vendor's license, but a corporate or limited partnership employer shall not be required to obtain an identification tag. No such license shall be transferable.

Sec. 14.5-42. Applications for vendor's license; investigation and issuance; term.

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- 242 (a) Applications for a <u>vendor's</u> license required by section 14.5-41 shall be made to the Town Clerk upon such forms as may be so required during regular business hours at Town Hall. Such application shall be sworn to or affirmed and shall be filed with the Town Clerk. Every application shall contain the following:
 - (1) The name, home and business address, and a copy of the driver's license or other government issued identification, of the applicant and the name and address of the employer, if other than the applicant.
 - (2) A complete description of the type of product, real property, timeshare interest or service to be sold or offered for sale.
 - (3) If the applicant is a corporation, the name and address of its registered agent and whether or not the corporation is authorized to do business in the State of Florida.
 - (4) If the applicant is a limited partnership, the name of the general partner (if the general partner is a corporation, then the applicant shall submit the required information for corporate applicant in addition to the information concerning the limited partnership) and whether or not the partnership is authorized to do business in the State of Florida.
 - (5) If the applicant is an individual, the name and address of the applicant's immediate supervisor.
 - (6) Whether or not the applicant has been previously licensed by the Town.
 - (7) Whether or not the applicant has been found guilty of or has pleaded guilty or nolo contendere to a felony relating to any vending business in this State or in any other state or Federal court, regardless of whether a judgment of conviction has been entered by the court having jurisdiction of such cases.
 - (8) Whether or not the applicant has been found guilty of, or has pleaded guilty or nolo contendere to, a felony relating to a battery or a physical violence on any person in this State or in any other state or Federal court, regardless of whether a judgment of conviction has been entered by the court having jurisdiction of such cases.
 - (9) Whether or not the applicant has lost any privilege or had any license to do business revoked by any local, State or Federal government and, if so, the nature of such privilege or license and the reason for such revocation.
 - (10) Whether or not the applicant has lost any privilege or had any license to do business suspended by any local, State or Federal government and, if so, the nature of such privilege or license and the reason for such suspension.
 - (11) Whether or not the applicant has filed a petition to have the applicant's debts discharged by a bankruptcy court having jurisdiction of such cases.
- 276 (b) Any vendor engaged in the business of off-premises vending in the Town on a temporary 277 basis shall be required to obtain the vendor's license required by this division in the same

Exhibit 2

- manner and shall be subject to the same fees as a vendor engaged in the business of offpremises vending on a permanent basis within the Town.
- To obtain a vendor's license, an applicant shall appear personally before the Town and file a written application for a vendor's license. Each license application shall be accompanied by the appropriate vendor's license fee required to be paid hereby, which shall be retained by the Town to defer administrative costs and expenses incurred irrespective of the issuance or denial of the application. Each license shall be issued for a one-year period for a term commencing October 1 and ending the following September 30.
- 286 (cd) The Town shall refer the application to the Chief of Police, who will conduct a background
 287 check on the applicant. who shall fingerprint and photograph the applicant and obtain
 288 reports from the Department of Legal Affairs of the State of Florida and the Department of
 289 Justice of the United States Government of any record regarding the applicant which is
 290 available from such agencies. Upon receipt of the appropriate reports, the Chief of Police
 291 shall forward them to the Town, together with any other relevant information from the files
 292 regarding the applicant and the firm which the applicant plans to represent in the Town.
- 293 (de) Upon receipt of the background check information such material from the Chief of Police, 294 the Town shall, within 1530 days, either:
 - (1) Notify the applicant that the license has been denied and the reason for such denial; or
- 296 (2) Issue a vendor's license.

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297 If the Town disapproves the issuance of the applicable vendor's license, its reasons for disapproval shall be specified in writing, a copy of which shall be delivered to the applicant.

Sec. 14.5-43. Denial of vendor's license.

The Town shall deny an applicant's application for a vendor's license if an investigation of the applicant or if the applicant's application indicates that the applicant:

- (1) Has failed to pay required licensing fees;
- 303 (2) Has criminal prosecution pending against him/her in any state or Federal court for fraud or a felony;
 - (3) Has been convicted of fraud or felony by any state or Federal court within the past five years; or
 - (4) Has obtained a license by fraud or deceit;
- Has negligently or intentionally misrepresented or concealed information required by this division in an application for a vendor's license.

Sec. 14.5-44. Fees.

Each applicant shall pay a nonrefundable application fee of \$100.00 for application and investigation, and a nonrefundable, nonproratable vendor's license fee of \$100.00 upon the issuance of a license. Such application fee and license fee shall be set by resolution of the Town Commission.

Sec. 14.5-45. Photograph and identification tag.

- In connection with the issuance of a vendor's license by the Town, the <u>Town Chief of Police</u> shall cause an identification tag to be issued to each approved applicant for a vendor's license.
- On the face of each vendor's license, there shall be placed the following:
- 319 (1) A photograph of the applicant;
- 320 (2) The license number;

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- 321 (3) The license holder's name and address;
- The name and address of the firm or organization which the applicant represents or is employed by;
- 324 (5) The expiration date of the license; and
- 325 (6) The seal of the Town.

Sec. 14.5-46. Identification to be worn during solicitation.

While conducting off-premises vending within the Town, each vendor must wear an identification tag in a manner visible to the consumer.

329 Sec. 14.5-47. Revocation of vendor's license.

- 330 (a) *Grounds for revocation*. Any <u>vendor's license</u> may be revoked for the protection of the public by the Town Manager after due hearing for the following reasons:
- 332 (1) Violation of any section of this article or the Code of Ordinances.
- 333 (2) Inaccuracies or misrepresentations upon initial application for license.
- 334 (3) Failure to deliver purchased item, product, real property, timeshare interest or service within a reasonable period of time.
- 336 (4) Public misrepresentation of any product, real property, timeshare interest or service.
- 337 (5) Any other such matters as the Town Manager deems appropriate, that may justify suspension or revocation of the license
- 339 (b) In the event the Town determines there are grounds for suspension, revocation or other
 340 action, as provided in this Article, the Town shall schedule a hearing before the Town
 341 Manager and notify the licensee in writing and the grounds upon which such action is
 342 proposed, no less than 7 days prior to the date of the hearing. In the event of an emergency
 343 the hearing may be held no less than 24 hours after notice to the licensee.
- (c) Notice shall be deemed given when a notice has been properly addressed to the address as
 provided by the licensee on the performance permit application, stamped and deposited in a
 U.S. Postal depository or collected by an employee of the U.S. Postal Service, Emergency
 notice shall be attempted by all available avenues including hand delivery.
- 348 (d) The Town Manager may
- 349 (1) Find no violation;

- 350 (2) <u>Temporarily suspend the license for a time period as determined appropriate by the Town Manager;</u>
- 352 (3) Revoke the license for the remainder of its term.

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- (4) <u>Direct of take such other action as deemed appropriate by the Town Manager including</u>
 but not limited to setting a fine amount not to exceed \$250 depending on circumstances,
 or establishing other conditions of the license.
 - (5) <u>Depending on the circumstances and facts the Town Manager may suspend or revoke a license immediately subject to appeal as provided herein. Such appeal shall not stay the suspension or revocation or other action of the Town Manager.</u>
- (6) A finding of violation twice within a one-year period shall require revocation of the license for the remainder of its term.
- (e) Nothing in this Article shall take away other enforcement powers of the Town, Special
 Magistrate or any other agency provided by the Code or statute.

363 Sec. 14.5-48. Appeal of denial or revocation of vendor's license.

- 364 (a) Any applicant or licensee may appeal the denial of an application or the revocation of a 365 license by filing an appeal thereof with the office of the Town Clerk on such forms as the 366 Town Clerk may prescribe for such purpose. Such application shall contain the following 367 information:
- 368 (1) Name, home and business address and telephone number of the appellant;
- 369 (2) If the appeal concerns a revocation, then the number of the applicable vendor's license;
- 370 (3) The reasons for denial of the application or revocation of the license, as applicable;
- 371 (4) The defenses of the applicant or the licensee to the denial of the application or revocation of the license, as applicable.
 - (b) Upon the filing of an appeal, the Town shall schedule a hearing before the Town Commission at the next regular meeting of such Commission occurring more than 15 days from the date of the filing of such appeal and shall provide no less than 10 days written notice of the hearing date to the appellant. Upon the filing of an appeal, duly executed under oath, the Town Clerk shall forward such application to the Town Manager. The Town Manager, upon receipt of an appeal, shall cause the same to be brought before the Town Commission at the next regular meeting of such Commission occurring more than 15 days from the date of the filing of such appeal. The Town Manager shall notify the applicant or licensee of the date, place and time at which the Town Commission shall hear the appeal. At any proceedings in connection with the appeal, the applicant or licensee, as applicable, shall be entitled to appear in person or through counsel and to submit such evidence as the applicant or licensee shall deem appropriate. The formal rules of evidence shall not apply, but the Mayor of the Town Commission shall conduct such hearing so as to ensure the applicant or licensee a full opportunity to respond to the disapproval or revocation being

387 388	appealed. Hearsay evidence shall be accepted, but the Town Commission shall determine its probative value.
389 390 391 392 393 394	(c) At any hearing in connection with the appeal, the appellant shall be entitled to appear in person or through counsel and to submit such evidence as the appellant shall deem appropriate. The formal rules of evidence shall not apply, but the Mayor of the Town Commission shall conduct such hearing so as to ensure the appellant a full opportunity to respond to the action being appealed. Hearsay evidence shall be accepted, but the Town Commission shall determine its probative value.
395 396	(d) The Town Commission shall determine whether, under the facts and circumstances of each matter, the denial of the application or order of the Town Manager was reasonably justified.
397 398 399	(e) The Town Commission's finding shall constitute a final determination subject to judicial review in a court of competent jurisdiction.
100	Sec. 14.5-49.—14.5-60. Reserved.
101 102	Section 4. Codification. This Ordinance shall be codified in accordance with the
103	foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall
104	become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that
105	the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be
106	changed to "section", "article" or such other appropriate word or phrase in order to accomplish such
107	intentions.
108	Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance is
109	held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
110	shall in no way affect the validity of the remaining portions of this Ordinance.
111	Section 6. Conflicts. All prior ordinances or resolutions, or parts thereof, in conflict
112	herewith are hereby repealed to the extent of said conflict.
113	Section 7. Effective Date. This Ordinance shall be in full force and effect immediately
114	upon its passage on second reading.

Passed on the first reading, t	this day of	, 2015.
Passed and adopted on the s	econd reading, this d	ay of, 2015
	MAYO	OR SCOT SASSER
	First Reading	Second Reading
Mayor Sasser		
Vice-Mayor Vincent		
Commissioner Brown		
Commissioner Dodd		
Commissioner Sokolow		
ATTEST:		
Tedra Smith, Town Clerk	_	
APPROVED AS TO FORM:		
	_	
Susan L. Trevarthen, Town Attorne	у	

Item No. ____



Agenda Item Memorandum

To	<u>wn Attorn</u>	ey			Su	<u>san L</u>	Trevarthen
	Department					Tov	vn Attorney
	COM	IMISSI	ON MEETING	DATI			
		January	27, 2014– Regular I	Meeting	7:00 PM		
			*Sul	oject to (Change		
	Presentation		Reports		Consent	\boxtimes	Ordinance
	Resolution		Quasi-Judicial		Old Business		New Business

SUBJECT TITLE: Ordinance creating Art in Public Places Program

EXPLANATION: At the August 19, 2014 Town Commission meeting, Town staff was asked to develop a proposal for a public art program in the Town. The attached Ordinance creates a "Public Art Program" which is designed to enrich the aesthetic character of the community as development and redevelopment occur, capitalizing on and continuing the Town's successful beautification efforts. Public Art is defined as follows:

tangible creations by artists exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, architectural elements designed by an artist, and artist designed landforms or landscape elements.

Public Art specifically does not include reproductions, unlimited or mass produced copies of original art, or works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an artist as an integral aspect of a structure or site.

The Ordinance creates a Public Art Board (the "PAB"), appointed by the Town Commission, consisting of three members and one alternate. Town staff would work together with the PAB to develop program "Guidelines" subject to approval of the Town Commission. The Guidelines would be a set of procedural implementation standards, criteria and policies related to the consideration of donations, dedication, acceptance, placement and location of public art, which would be applied as development and redevelopment occurs.

The Public Art Program would apply to:

- 1) multifamily projects with project costs of more than \$1,000,000 (excluding land value); and
- 2) non-residential projects with project costs (excluding land value) of more than \$750,000.

This would include remodeling, new construction or redevelopment projects where the project costs exceeded the relative threshold. The Program would NOT apply to single family development.

A property owner subject to the Ordinance would have several choices for complying with the Ordinance:

1) Payment of an In-Lieu Public Art Fee equal to 1% of the cost of the proposed project, not to exceed \$500,000;

- 2) Donation of public art, approved by the PAB and Town Commission, valued at 1% of the cost of the proposed project, not to exceed \$500,000; or
- 3) Placement of public art on site, approved by the PAB and Town Commission, valued at 1.25% of the cost of the proposed project, not to exceed \$625,000.

Compliance would be required prior to issuance of a final building permit. Certain reconstruction projects would be exempt from the Program upon a finding by the Town Commission that the project was required due to fire, flood, wind or other natural disaster damage.

Funds from Payments In-Lieu would accrue in a Public Art Fund and could be used for expenses associated with the selection, commissioning, acquisition, transportation, installation, maintenance, public appraisal, education, promotion, administration, removal and insurance of public art projects throughout the Town, as approved by the Town Commission.

The Ordinance is scheduled for review by the Planning and Zoning Board on February 18, 2015, prior to second reading.

RECOMMENDATION: Consider the attached Ordinance and conduct first reading.

ORDINANCE 2015-03

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES, BY AMENDING ARTICLE I, "IN GENERAL," DIVISION 2, "ADMINISTRATION AND BOARDS," TO CREATE A PUBLIC ART BOARD; AND CREATING ARTICLE XII, "PUBLIC ART PROGRAM"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

1	WHEREAS, various local governments throughout Florida have implemented public art
2	programs committing to the placement of public art in urban environments; and
3	WHEREAS, the Town Commission recognizes that a superior and diverse aesthetic
4	character of a community's built environment is vital to the quality of the life of its citizens
5	and to the economic success of its businesses, creates an attraction for visitors, and will assist the
6	Town to fulfill its mission to make Lauderdale-By-The-Sea one of the premier communities in
7	Florida in which to live, work, and raise a family; and
8	WHEREAS, a public art program would contribute to the aesthetic character of the
9	built environment and the cultural enrichment of the community; and
10	WHEREAS, a public art program would create a stimulating cultural environment that
11	reflects and enhances the Town's heritage, diversity, and character through public artworks
12	integrated in the architecture, infrastructure and landscape; and
13	WHEREAS, public and private development shall contribute to a public art program
14	to enhance and maintain the Town's aesthetic character; and
15	WHEREAS, in Metromedia, Inc. v. San Diego, 453 U.S. 490 (1980), the U.S.
16	Supreme Court previously held that land development regulations which require development to
17	meet aesthetic conditions have been generally found to be supported by a legitimate public

18	purpose; and
19	WHEREAS, in Ehrlich v. City of Culver City, 911 P.2d 429 (Cal. 1996), the California
20	Supreme Court held that an art fee on private development is a legitimate aesthetic
21	regulation which does not require the same level of legal scrutiny as an impact fee; and
22	WHEREAS, the Town Commission desires to establish Article XII of Chapter 30,
23	entitled "Public Art Program" to enhance the quality of life through artistic opportunities and
24	to create a cultural legacy for future generations through the collection and exhibition of high-
25	quality art pieces that reflect diverse styles, chronicling history through the collection of
26	artifacts, documents and memorabilia that will acknowledge the past and create programs and
27	activities that will further these goals; and
28	WHEREAS, the Public Art requirements found in this Article are design
29	standards based on the aesthetic needs of the community and are not intended to be either an
30	impact fee or a tax; and
31	WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has
32	reviewed this Ordinance at a duly noticed hearing on February 18, 2015, and recommended
33	; and
34	WHEREAS, the Town Commission has reviewed this Ordinance at a duly noticed
35	hearing and determined that it is consistent with the Town's comprehensive plan; and
36	WHEREAS, the Town Commission hereby finds and declares that adoption of this
37	Ordinance is necessary, appropriate, and advances the public interest.
38	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
39	TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT1:

Additions to existing text are shown in <u>underline</u>. Deletions to existing text are shown in <u>strikethrough</u>.

41	SECTION 1. Recitals. The preceding "Whereas" clauses are ratified and confirmed
42	as being true and correct and made a specific part of this Ordinance.
43	SECTION 2. Amendment. Chapter 30 "Unified Land Development Regulations,"
44	Article I, "In General," Division 2, "Administration and Boards," of the Code of Ordinances is
45	hereby amended to read as follows:
46 47	DIVISION 2. – ADMINISTRATION AND BOARDS
48 49	Sec. 30-21. Establishment.
50 51 52	The following positions, agencies and boards are created and established to perform the duties provided herein in relation to the issuance of development permits and approvals:
53	(a) Development Services Director;
54	(b) Planning and Zoning Board;
55	(c) Board of Adjustment;
56	(d) Local Planning Agency;
57	(e) Public Art Board.
58	
59	* * *
60	
61	Sec. 30-23. Board and agency procedures, expenses and staffing.
62	
63 64	(a) <i>Procedures</i> . The following procedures shall be applicable to each of the Boards and to the Local Planning Agency.
65	
66	* * *
67	
68	(b) Established and composition. The Planning and Zoning Board, and the Board of
69	Adjustment, and the Public Art Board, each consisting of five members and two alternates as
70	provided below, are hereby created.
71	
72	(1) Membership. The Town Commission shall appoint five members and two
73	alternates to the Planning and Zoning Board and to the Board of Adjustment and three
74	members and one alternate to the Public Art Board, who shall serve at the pleasure of the
75	Town Commission and may be removed by a majority vote of the Town Commission. The
76	Town Commission shall also designate the order of priority in which the alternates shall be
77	called to serve upon the absence of a regular member.
78	* * *
79	* * *
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82	(3) Membership eligibility.
83		
84		<u>a.</u> No member or alternate of any Board shall be an elected official or
85		employee of the Town. Each member or alternate of a Board shall be a resident
86		and qualified voter of the Town.
87		
88		b. Whenever possible, appointments to the Public Art Board shall be made
89		from the following:
90		1. Individuals above from the following disciplines on a polyted discipline.
91		1. <u>Individuals chosen from the following disciplines or a related discipline:</u>
92		i landsaana arabitaatura
93 94		i. landscape architecture,
94 95		ii. urban planning, and
95 96		iii. engineering; and
96 97		2. Individuals chosen from the following categories:
98		2. Individuals chosen from the following categories.
99		i. an artist;
100		ii. a private citizen, knowledgeable in the field of public art, art education,
101		or community affairs; and
102		iii. a private citizen from the development community.
103		in. a private citizen from the development community.
104	* * *	
105		
106	(c)	Failure of Planning and Zoning Board, or Board of Adjustment, or Public Art Board to
107		h a quorum.
108	CSIGOTIS	ii a quoi uni.
109		(1) In the event a meeting of the Planning and Zoning Board, or the Board of
110		Adjustment or Public Art Board is scheduled and the respective Board fails to establish a
111		quorum to consider an application, the applicant shall have the option to either:
112		
113		a. Reschedule the pending application to the next available date that the
114		Board can be convened; or
115		
116		b. Waive hearing by the Board and elect to have the Town Commission
117		consider the application at the next regularly scheduled Town Commission
118		meeting after compliance with Section 30-139, Notice of Public Hearings, at
119		which time the Town Commission shall exercise all of the powers and duties of
120		the Board in disposing of the pending application.
121		
122	* * *	
123		
124	(f)	Town Staff. The Town Manager, Town Building Inspector, Town Attorney, DSD, and
125		own officials are considered staff to the Town Planning and Zoning Board, LPA, Public
126		ard, and Board of Adjustment, and may be called on from time to time to meet with the
127	Boards	or agency.

128		
129 130 131	such o	Clerk. The Town Manager shall designate a Clerk of the Town Planning and Zoning I, the LPA, the Public Art Board and the Town Board of Adjustment, who shall receive compensation as may be fixed and determined. It shall be the duty of the Clerk to keep an
132 133		ate record of the minutes of the meetings and to keep and preserve any and all records of pards and the Local Planning Agency.
134 135	* * *	;
136		
137	<u>Sec. 3</u>	30-27. Public Art Board.
138 139	<u>(a)</u>	Duties of the Board generally. The Public Art Board shall have the following duties:
140 141		(1) Recommendation of Public Art Program Guidelines and amendments thereto to
142		the Town Commission.
143 144		(2) Recommendation of expenditures of the Public Art Fund to the Town
145		Commission.
146		
147		(3) Recommendation of approval, approval with conditions or denial of a
148 149		proposed public art installation dedication, or donation of public art based on Public Art Program Guidelines; and
150		int i regram Gardennes, and
151		(4) Act on any other related matter assigned by the Town Mayor, Commission, or
152		Town Manager.
153 154	* * *	k
155		
156		SECTION 3. Amendment. Chapter 30 "Unified Land Development Regulations," of the
157	Code	of Ordinances is hereby amended to create Article XII, "Public Art Program," as follows:
158	* * *	•
159		
160	<u>Artic</u>	le XII. PUBLIC ART PROGRAM
161 162	Sec 3	60-590. INTENT AND PURPOSE.
163	<u> </u>	0-370. HTENT AND LONG OBE.
164 165	<u>(a)</u>	This Article shall be known and cited as the "Public Art Program."
166	(b)	It is the intent and purpose of this Article to further the commitment of the Town to the
167		etic enrichment of the community through the creation of works of art so that citizens
168	_	visitors to the Town are afforded an opportunity to enjoy and appreciate works of art.
169		equirements of this Article shall be construed to promote the aesthetic values of the entire
170 171	_	nunity and to encourage the preservation and protection of works of art. The public art rements found in this Article are development standards based upon the aesthetic
1 / I	rcquii	ements round in this Article are development standards based upon the destricte

172	needs of the community and are not intended to be either an impact fee or a tax.
173	(a) It is the intent and number of this Article to promote the concret welfore by encouraging
174	(c) It is the intent and purpose of this Article to promote the general welfare by encouraging
175	pride in the community, increasing property values, enhancing the quality of life through
176	artistic opportunities, uniting the community through shared cultural experiences, and
177	creating a cultural legacy for future generations through the collection and exhibition of high-
178	quality art that reflects diverse styles that will acknowledge the past and create programs and
179	activities that will further these goals.
180	
181	Sec. 30-591. DEFINITIONS.
182	
183	(a) Definitions. For the purposes of this Article, the following words and phrases shall have
184	the following meanings:
185	
186	(1) Artist means a practitioner in the visual arts, generally recognized by critics
187	and peers as a professional of serious intent and ability. Indications of a person's status
188	as an artist include, but are not limited to, income realized through the sole commission
189	of art, frequent or consistent art exhibitions, placement of art in public institutions or
190	museums, receipt of honors and awards, and training in the arts.
191	(2) Puilding manner and attractions that analogoe among and is used on built for the
192	(2) Building means any structure that encloses space and is used or built for the
193	shelter or enclosure of persons, businesses, chattel or property.
194	(2) Developer the experience including its expenses and essions of the
195	(3) Developer means the owner, including its successor and assigns, of the
196	subject Development Project.
197	
198	(4) Development Project means any development, including remodeling,
199	construction, or redevelopment, which requires a building permit or permits as described
200	on the plan submitted for approval to the Town. For purposes of this Article,
201	Development Projects shall also include:
202	
203	a. Individual tenant improvements in any commercial development; and
204	
205	b. All planned or commercially marketed and/or sold multi-family
206	residential developments consisting of three (3) or more dwelling units.
207	
208	(5) Durable means lasting, enduring and highly resistant to deterioration due to
209	weather or the passage of time.
210	
211	(6) Project Cost means the total cost of the improvements, excluding land costs,
212	approved for a Development Project, as indicated on the construction contract(s) for the
213	subject improvements.
214	
215	(7) Public Art means tangible creations by artists exhibiting the highest quality of

217

skill and aesthetic principles and includes all forms of the visual arts conceived in any

medium, material, or combination thereof, including, but not limited to, paintings,

218	sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries,
219	murals, photographs, video projections, digital images, bas-relief, high relief, fountains,
220	kinetics, collages, drawings, monuments erected to commemorate a person or an event,
221	functional furnishings, such as artist designed seating and pavers, architectural
222	elements designed by an artist, and artist designed landforms or landscape elements. The
223	following shall not be considered as art for purposes of this chapter:
224	
225	a. Reproductions or unlimited copies of original art.
226	a. Reproductions of unfinited copies of original art.
227	b. Art objects which are mass produced.
	o. Art objects which are mass produced.
228	Works that are descriptive arramental or functional elements of the
229	c. Works that are decorative, ornamental, or functional elements of the
230	architecture or landscape design, except when commissioned from an artist as
231	an integral aspect of a structure or site.
232	
233	(8) Public Art Board ("PAB") means the entity appointed by the Town
234	Commission, pursuant to Section 30-23(b), to help administer the Public Art Program
235	and make recommendations to the Town Commission regarding dedication, donations,
236	acquisition, location and installation of public art and any other duties provided under
237	Section 30-27, to fulfill the requirements of this Article.
238	
239	(9) Public Art Fund ("the Fund") means a separate, interest bearing set of accounts
240	set up by the Town to receive monies for the Public Art Program.
241	
242	(10) Public Art Program Guidelines ("the Guidelines") shall mean a set of
243	procedural implementation standards, criteria and policies related to the
244	consideration of donations, dedication, acceptance, placement and location of public art,
245	which shall be adopted by Resolution of the Town Commission pursuant to a
246	recommendation by the PAB, as may be amended from time to time. The Public Art
247	Program Guidelines shall govern the manner and method of the submission of proposed
248	public art to the PAB, the process by which the PAB shall make recommendations to the
249	Town Commission and the process by which the Town Commission may approve
250	dedication, donations, and acquisition of public art to fulfill the requirements of this
251	Article.
252	
253	(11) Public Place means any exterior area on public or private property within the
254	Town which is easily accessible or clearly visible to the general public from adjacent
255	public property such as a street or other public thoroughfare or sidewalk.
256	paone property such as a succe of order paone moroaginate of sidewark.
	(10) D 17
257	(12) Remodeling means any changes to the facade of a building, changes to the
258	interior of a building, increases or decreases in the floor area of a building and changes

258

Sec. 30-592. PUBLIC ART PROGRAM GUIDELINES

to exterior improvements.

261 262 263

The Town Manager or designee shall prepare Public Art Program Guidelines as defined (a)

- in this Article. The Guidelines shall be prepared in coordination with the PAB. The Guidelines shall be subject to recommendations by the PAB, and shall be adopted by resolution of the Town Commission. The PAB shall also review and recommend amendments to the Guidelines, as may be proposed by the Town Manager or designee from time to time.

 Amendments to the Guidelines shall be reviewed and adopted in the same manner as the initial Guidelines.
- 271 (b) The PAB shall review and propose public art items to be acquired and accepted under the Town's Public Art Program ("the Program"). The PAB shall issue a recommendation to the Town Commission for all public art acquisitions in accordance with this Article. The PAB shall oversee the public education, and curatorial aspects of the Program. The DSD shall serve as the liaison to the PAB. The Town Commission shall, upon review of the recommendation of the PAB approve, approve with modifications, or reject submissions, and authorize each acquisition of approved public art.

Sec. 30-593. CONFLICT OF INTEREST

 If any member of the PAB shall find that his or her private or personal interests are involved in the matter coming before the PAB, he or she shall disqualify himself or herself from all participation in that matter. No member of the PAB shall have his or her work of public art considered or approved by the PAB during their term of service on the PAB or for one (1) year thereafter.

Sec. 30-594. ART AND ARTIST SELECTION CRITERIA; PUBLIC ART PROGRAM GUIDELINES

The Town Commission shall establish procedures and selection criteria for the purchase and acquisition of public art using the resources of the Fund, as part of the criteria and standards set forth in the adopted Guidelines, as may be amended from time to time. The Town Commission may approve public art acquisitions from selections reviewed by the PAB. Upon selection by the Town Commission, the Town Manager and Town Attorney shall negotiate and execute appropriate contracts and any other necessary documents in order to acquire each approved piece of public art.

Sec. 30-595. APPLICATION PROCEDURES FOR PLACEMENT OF PUBLIC ART ON PRIVATE PROPERTY; DONATION OF PUBLIC ART TO TOWN.

An application for placement of public art on private property or the donation of public art to the Town shall be submitted to the Town Commission, after review by the PAB, and shall include:

- (a) Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed public art;
- 309 (b) An appraisal or other evidence establishing the value of the proposed public art

including acquisition and installation costs (to establish the value of public art submitted to comply with this Program's requirements, the Town may contract with an independent art appraiser to provide a written appraisal of the proposed public art. Such appraisal shall either be paid for by the Fund or by the developer as part of the overall public art contribution);

(c) Preliminary development plans containing such detailed information as may be required by the Town to adequately evaluate the location and installation of the proposed public art and its compatibility with the proposed development project and with the character of adjacent developed parcels and the existing neighborhood;

(d) For all public art donated to the Town, a written agreement executed by the artist who created the public art, in which he or she expressly waives all rights that may be waived under applicable state and federal laws. The artist of approved public art shall grant to the Town an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the art for Town-related purposes, and grant to the Town the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the art, pursuant to a license that shall be approved by the Town Attorney. Town approval of the public art shall be deemed to be a grant of the artist for authorization by third parties to review and reproduce documents provided by the artist to the Town which are deemed to be public records pursuant to the public records laws of the state. The Town shall also have the option of referring to the name and title of the artist and public art in reproductions;

333 (e) A written narrative statement to be submitted to the Town to demonstrate that the proposed public art will be installed and displayed in a public place; and

(f) A statement indicating the developer's willingness to maintain the public art in compliance with Section 30-604.

Sec. 30-596. APPLICABILITY

(a) All non-residential development projects, as defined in Section 30-591 of this Article, with a project cost as provided for under the building permit(s), which exceeds seven hundred fifty thousand dollars (\$750,000) shall be subject to the provisions of this Article.

345 (b) All multi-family residential development projects, as defined in Section 30-591 of this
346 Article (including interior and/or exterior modifications, additions or new construction)
347 exceeding a project cost of one million dollars (\$1,000,000) shall also be subject to the
348 provisions of this Article.

350 (c) All single family residential development shall be exempt from the requirements of this 351 Article.

353 (d) The Town Commission shall exempt a development from the Program upon a finding that the project consists of the reconstruction of structures which have been damaged by fire, flood,

wind, or other natural disaster.

Sec. 30-597. BUILDING PERMITS.

(a) Prior to issuance of a final building permit, the developer for any development project subject to this Article shall be required to provide:

(1) In-Lieu Public Art Fee. Pay one percent (1%) of the cost of the proposed development project into the Fund, not to exceed five hundred thousand dollars (\$500,000), as an "in lieu" public art fee; or

(2) Donation of Public Art. Donate public art which has been approved by the PAB and Town Commission, having a documented minimum value of one percent (1%) of the cost of the development project excluding land acquisition and off-site improvement costs, or if 1% of the cost of the development project is greater than \$500,000, the donated public art shall have a minimum value of \$500,000. The developer shall provide documentation to the Town that an amount of money equal to the value to the value of the required public art to be placed on site has been deposited into an escrow account for said purpose prior to the issuance of a building permit, with a related Escrow Agreement stipulating the terms and authorizing the release and/or transfer to the Fund consistent with the requirements of this Article. Prior to placement on the development site, the public art shall be reviewed by the PAB and approved by the Town Commission and in conformance with the adopted Guidelines; or

(3) Placement of Public Art On Site. Place public art on site, which shall have a minimum value of one and a quarter percent (1.25%) of the cost of the proposed Development Project excluding land acquisition and off-site improvement costs, not to exceed six hundred twenty-five thousand dollars (\$625,000). The developer shall provide documentation to the Town that an amount of money equal to the value of the required public art to be placed on site has been deposited into an escrow account for said purpose prior to the issuance of a building permit, with a related Escrow Agreement stipulating the terms and authorizing the release and/or transfer to the Fund consistent with the requirements of this Article. Prior to placement on the development site, the public art shall be reviewed by the PAB and approved by the Town Commission and in conformance with the adopted Guidelines.

(b) If the public art is to be placed on site, the developer shall be given up to six (6) months after issuance of the building permit to obtain approval of the proposed placement of public art from the Town Commission, unless the developer seeks and the Commission grants an extension for good cause as determined in their sole discretion. If no such approval is obtained within the required time period, the Town shall require transfer of the required public art fee from the escrow account to the Fund.

The developer shall be given up to six (6) months after the issuance of a Certificate of Occupancy to install the public art, as approved by the Town Commission in accordance with the adopted Guidelines. Upon request the Commission may grant one additional six (6) month extension for good cause as determined in its sole discretion. If no installation occurs within the required time period, the

401	Town	shall	require	transfer	of	the	required	public	art	fee	from	the	escrow	account	to	the
402	Fund.															

Sec. 30-598. CERTIFICATES OF OCCUPANCY

No final approval, such as a final inspection or a certificate of occupancy, for any development project subject to the Program pursuant to Section 30-596 shall be issued unless one (1) or more of the following has been achieved:

410 (a) The approved public art has been installed in a manner satisfactory to the Town
411 Commission in compliance with this Article.

(b) In-lieu public art fees have been paid pursuant to Section 30-597.

(c) An approved work of public art has been donated and accepted by the Town Commission
 in accordance with this Article.

418 (d) Financial security, in an amount equal to the acquisition and installation costs of an approved donation of public art or on-site public art selection, has been provided to the Town, in a form approved by the Town Attorney, pursuant to Section 30-597(a).

Sec. 30-599. CREATION OF PUBLIC ART FUND

 There is hereby created within the Town a set of accounts to be known as the Town of Lauderdale-By-The-Sea Public Art Fund. The Fund shall be maintained by the Town and shall be used solely for the acquisition, installation, improvement, maintenance and insurance of public art as follows:

(a) All monies received by the Town pursuant to the Program or from endowments or gifts to the Town designated for the arts shall be placed in the Fund. All monies shall be deposited, invested, accounted for and expended as follows:

(1) All monies received shall be deposited in the Fund in a manner to avoid any commingling with other revenues of the Town and all monies shall be expended solely for the public art purposes for which they were collected. Any interest income earned by the Fund shall be expended only for the public art purpose for which the money was originally collected.

(2) The Fund shall be used solely for expenses associated with the selection, commissioning, acquisition, transportation, installation, maintenance, public appraisal, education, promotion, administration, removal and insurance of the public art.

Sec. 30-600. PUBLICART PROVIDED

Art that is placed on private property, or that is donated to the Town must qualify as public art under this Article and the Guidelines, as may be amended from time to time.

- Public art shall be operated and maintained at all times in substantial conformity with the
- Guidelines, and the terms of the approval and acceptance of the public art by the Town Commission.

Sec. 30-601. DONATION OF PUBLIC ART

Any public art proposed to be donated to the Town to fulfill the obligations set forth within this Article, must qualify as public art, and must be reviewed by the PAB and approved by the Town Commission in accordance with this Article.

Sec. 30-602. APPROVAL FOR PLACEMENT OF PUBLIC ART ON PRIVATE PROPERTY

(a) Completed applications shall be submitted to the Department and forwarded to the PAB for review and recommendation of the public art including conformity to the definition of "public art," on-site location, and all criteria and standards established within the Guidelines. The recommendation from the PAB shall be forwarded to the Town Commission for review and approval.

 (b) After review of the proposed public art by the PAB and the Town Commission, if the applicant proposes, or the Town Commission subsequently recommends, significant revisions to the architecture or physical design and layout of the proposed development project, the application shall be revised and resubmitted to the Town Commission for further review and approval.

Sec. 30-603. OWNERSHIP OF PUBLIC ART

(a) Ownership of all public art acquired by the Town pursuant to the requirements of this Article shall be vested in the Town, which shall retain title to each work of public art.

(b) All works of public art acquired on behalf of the Town pursuant to the requirements of this Article shall be donated to the Town, and title shall be transferred pursuant to a standard Town Public Art Contract reviewed and approved as to form by the Town Attorney.

 c) Ownership of all public art incorporated into development projects shall be vested in the developer who shall retain title to the public art. Developers retaining title to public art shall provide proof of insurance in the amount of the appraised value of the public art. If the development project is sold, the seller shall either include restrictions in the deed that require maintenance and insurance of the public art and prevent its removal from the property, or remove the public art and make a contribution to the Fund in an amount equal to the amount of the in-lieu public art fee which would have initially been required based on the project cost. If the title is passed to a subsequent developer and, as a result, a deed restriction exists as to the public art, the subsequent developer shall maintain the public art in accordance with the deed restriction, applicable law and other established guidelines. The

493	public art shall not be altered, modified, relocated or removed other than as pro	vided herein
494	without the prior approval of the Town Commission.	
495	•	

(d) Developers retaining title to the public art shall be required to maintain the public art in good condition in the approved location, as required by law or other applicable guidelines including but not limited to code enforcement rules, to ensure that proper maintenance is provided.

Sec. 30-604. CRITERIA AND PROCEDURE FOR APPROVING ARCHITECTURE AS PUBLIC ART

(a) Generally, architecture shall not be considered public art for purposes of the Program unless determined to be in conformance with the Guidelines, and approved by the Town Commission. The criteria used to determine on a case-by-case basis whether architecture may be considered public art for purposes of fulfilling the requirements of this Article shall be established within the Guidelines.

(b) The developer seeking approval of an architectural component to fulfill the requirements of this Article shall provide the following:

(1) a model, sketch and other materials which satisfactorily illustrate the proposed architectural component;

(2) a conceptual statement expressing why the architectural component or components should be considered public art, including an explanation of the ideas, meaning, cultural significance or conceptual complexity expressed in the architecture, and conformity with the applicable standards of the adopted Guidelines;

521 (3) a demonstration that high quality materials and craftsmanship will be used in the execution of the construction.

(c) Criteria. In order for architecture to qualify as public art under this Article the architectural work shall be of extremely high artistic merit which would make a substantial cultural contribution to the Town and the architecture and application shall be in conformance with the Guidelines.

(d) The PAB shall review the application to consider the architecture as public art, and shall make a recommendation to the Town Commission to accept, accept with conditions or deny the proposed submission of architecture to fulfill the Program requirements of this Article.

533 (e) The developer and architect shall have the responsibility to demonstrate compliance 534 with all of the foregoing criteria established in this Article as well as the Guidelines.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance is

Item No. 14.a.iii.

538	held to be invalid or unconditional by any court of competent jurisdiction, then said holding shall in
539	no way affect the validity of the remaining portions of this Ordinance.
540	SECTION 5. Conflict. It is the intention of the Town Commission that the provisions of
541	this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of
542	Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word
543	"ordinance" may be changed to "section", "article" or such other appropriate word or phrase in
544	order to accomplish such intentions.
545	SECTION 6. Codification. All prior ordinances or resolutions, or parts thereof, in
546	conflict herewith are hereby repealed to the extent of said conflict.
547	
548	

Item No. 14.a.iii.

SECTION 7. Effective Date. Thi	s Ordinance shall be	ecome effective immed
on second reading.		
Passed on the first reading, the	nis day of	, 2015.
Passed on the second reading	z, this day of	. 2015.
2 12 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	,, <u> </u>	,,
	Mayor Sco	ot Sasser
	First Reading	Second Reading
Mayor Sasser		
Vice-Mayor Vincent		
Commissioner Brown Commissioner Dodd		
Commissioner Sokolow		
Commissioner Bokolow		<u> </u>
Attest:		
Town Clerk Tedra Smith		
Town Cicik Tedia Simui		
(CORPORATE SEAL)		
Approved as to form:		
Town Attorney Susan L. Trevarthen	_	
-		

Item No. ____



Agenda Item Memorandum

Town (Tedra Smith						
Departr		Department Director						
Γ						1		
	COMMISSIO	ON MEETING	DATE	E				
		27, 2015– Regular I]		
		*Sul	bject to (Change				
Presenta	ation	Reports		Consent	Oı	rdinance		
	ion	Quasi-Judicial		Old Business	□ Ne	ew Business		
☐ FY20)13 – PART O	F THE STRAT	EGIC	PLAN				

SUBJECT TITLE: Resolution 2015-04 - Authorizing and Directing the Appropriate Town Officials to Execute an Agreement for Funds Available through Broward County's 40th Year Community Development Block Grant (CDBG) Program for FY 2014/2015

EXPLANATON: The CDBG Grant provides funding in the amount of \$16,462 for the Town's senior activities program. The Town is required to provide a match of \$47,538. The match is covered by the funds we have budgeted for Armilio Bien-Amie's contract costs.

There is a \$4,000 discrepancy between the actual Town Match as per the attached resolution and the amount in the estimated Town Match referenced in the agreement. The difference is the result of us negotiating and executing Armilio Bien-Amie's FY 15 contract after having applied for the grant. The FY15 budget reflects the actual Town Match as per the resolution.

RECOMMENDATION: Adopt Resolution 2015-04 to execute the 40th Year CDBG Agreement

FISCAL IMPACT AND APPROPRIATION OF FUNDS:

\$47.538 - Account # 001-572-000-500.342.

EXHIBITS:

1. Resolution 2015-04 (includes Exhibit 'A' to Resolution - 40th Year CDBG Grant Agreement between Broward County and the Town)

Page 2

Reviewed by Town Attorney

Yes

1	RESOLUTION 2015-04
2 3	
3 4	A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
5	THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING
6	THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A
7	GRANT AGREEMENT FOR FUNDING \$16,462.00
8 9	THROUGH THE BROWARD COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL
10	YEAR 2014/2015 FOR SENIOR CENTER ACTIVITIES;
11	AUTHORIZING THE EXPENDITURE OF MATCHING
12	FUNDS IN THE AMOUNT OF \$47,538.00; PROVIDING FOR
13 14	CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.
15	DATE.
16	
17	WHEREAS, the Town of Lauderdale-By-The-Sea is eligible to receive \$16,462.00 in
18	grant funding through the Broward County Community Development Block Grant Program for
19	Fiscal Year 2014/2015; and
20	WHEREAS, in order to receive the grant funds, the Town is required to execute an
21	agreement with Broward County for the funding and administration of the 40th Year Community
22	Development Block Grant for the Town's Senior Center activities; and
23	WHEREAS, the grant will enable the Town to continue its effort to improve the Senior
24	Center activities for the residents of the Town of Lauderdale-By-The-Sea, Florida.
25	NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
26	THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:
27	Section 1. Recitals. Each "WHEREAS" clause set forth is true and correct and
28	incorporated herein by this reference.
29	Section 2. Authorization of Agreement. The Town Manager is hereby authorized
30	to execute the agreement between Broward County and the Town in the form attached hereto as
31	Exhibit "A" for grant funding in the amount of \$16,462.00 for Senior Center activities for fiscal
32	year 2014/2015 under the 40 th Year Community Development Block Grant Program.
33	Section 3. Authorization of Funds. The Town is hereby authorized to expend
34	matching funds for the grant in the amount of \$47,538.00 for the provision of senior activities
35	and programs.

Item No. 15.a.

36	Section 4. Conflict. All resolutions or parts of resolutions in conflict herewith are							
37	hereby repealed to the extent of such conflict.							
38	Section 5. Severability. If any clause, section or other part of this resolution shall be							
39	held by any court of competent jurisdiction to be unconstitutional or invalid, such							
40	unconstitutional or invalid part shall be considered as eliminated and in no way affecting the							
41	validity of the other provisions of this resolution.							
42	Section 6. Effective Date. This resolution shall become effective immediately upon							
43	its passage.							
44	PASSED AND ADOPTED this day of, 2015.							
45								
46								
47 48	Mayor Scot Sasser							
49								
50 51	Attest: APPROVED AS TO FORM:							
52								
53								
54 55	Town Clerk Tedra Smith Susan L. Trevarthen, Town Attorney							
56								
57	(CORPORATE SEAL)							
58								

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

PROVIDING FOR FUNDING AND ADMINISTRATION OF 40th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

for

SENIOR CENTER ACTIVITIES AND OPERATIONS

IN THE AMOUNT OF \$16,462

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AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

PROVIDING FOR FUNDING AND ADMINISTRATION OF 40th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

for

SENIOR CENTER ACTIVITIES AND OPERATIONS IN THE AMOUNT OF \$16,462

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, COUNTY is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to 24 CFR Part 570; and

WHEREAS, on May 13, 2014, the Board adopted Resolution #2014-293 approving funding to TOWN under COUNTY's CDBG Program for senior center services in TOWN, under the terms more specifically described herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** The Board of County Commissioners of Broward County, Florida.
- 1.3 **CDBG Funds** The Community Development Block Grant Funds provided to TOWN under this Agreement.
- 1.4 CDBG Program or Program The Community Development Block Grant Program applied for by COUNTY and awarded by HUD, as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and codified at 42 U.S.C. 5301 et seg.
- 1.5 **CFR** The Code of Federal Regulations is the codification of rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 1.6 Contract Administrator The Community Development Specialist or Division Manager designated by the Division Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN's Designated Representative to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.
- 1.7 **County Administrator** The administrative head of COUNTY appointed by the Board.
- 1.8 County Attorney The chief legal counsel for COUNTY appointed by the Board.
- 1.9 **Division** The Housing Finance and Community Development Division.
- 1.10 **HUD** The United States Department of Housing and Urban Development.
- 1.11 **OMB** The Office of Management and Budget of the Federal Government.
- 1.12 **Project** The Project consists of the services described Article 3.

1.13 Rules and Regulations of HUD - The rules and regulations of HUD including, but not limited to, 24 CFR Part 570, "Community Development Block Grant Regulations"; and the applicable provisions under the following: 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments"; OMB Circular No. A-87 implemented at 2 CFR Part 225, "Cost Principles for State, Local and Indian Tribal Governments"; OMB Circular No. A-133 implemented at 24 CFR Part 45, "Audits of States, Local Governments and Non-Profit Organizations"; 24 CFR Part 91 "Consolidated Submissions for Community Planning and Development Programs"; and any Executive Orders issued by the Federal Government impacting the CDBG Program; as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2 - PREAMBLE

- 2.1 Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, consolidated several existing categorical programs for community development into a single program of CDBGs for the purpose of allowing local discretion as to the determination of needs and priorities for a community development program. The needs and priorities of community development in COUNTY were determined through consultation with representatives of the community participating in COUNTY's CDBG Program.
- Pursuant to 24 CFR Part 570.302, the Project was included in COUNTY's CDBG Program Consolidated Plan submission to HUD in accordance with 24 CFR Part 91, and is eligible to receive CDBG Funds as it complies with at least one (1) of the following three (3) national objectives under 24 CFR Parts 570.200(a)(2) and 570.208:
 - 2.2.1 Activities benefiting low and moderate income persons.
 - 2.2.2 Activities which aid in the prevention or elimination of slums or blight.
 - 2.2.3 Activities designed to meet community development needs having a particular urgency.
- 2.3 Under the Rules and Regulations of HUD, COUNTY is the administrator for the Program and is mandated to comply with all applicable statutes, rules, and regulations of the United States relating to the allocation and expenditure of CDBG Funds as well as protecting the interests of certain classes of individuals who reside in COUNTY.
- 2.4 COUNTY desires to disburse CDBG Funds to TOWN and has obtained assurances from TOWN that it will comply with all applicable statutes, codes, rules, and regulations of the United States, the Rules and Regulations of HUD,

- the State of Florida, and COUNTY relating to the Project and the Program, as a condition precedent to the release of such CDBG Funds to TOWN.
- 2.5 COUNTY shall conduct all programs and activities relating to housing and community development in a manner which will affirmatively further fair housing. COUNTY shall fund only subrecipients who have taken steps to promote fair housing.
- 2.6 In the event TOWN is found to be taking actions designed to discourage affordable housing for sale or rent within the boundaries of COUNTY, TOWN shall not be eligible to receive CDBG Funds under this Agreement.
- 2.7 This Agreement is subject to the availability of funds as more specifically described in Section 4.12 and Article 10.

ARTICLE 3 - PROJECT

- 3.1 TOWN shall provide and implement senior center services in TOWN as outlined in Exhibit "A," Project Description, attached hereto. The Project complies with the national objective under 24 CFR Part 570.208(a)(2), "Limited clientele activities."
- 3.2 TOWN shall comply with the Project Schedule/Timeline set forth in Exhibit "C," attached hereto. Failure to maintain the implementation schedule within sixty (60) days of the deadlines identified in Exhibit "C" may warrant a full review by the Division to meet HUD's required expenditure rates for the Program year. In the event TOWN fails to maintain the implementation schedule within ninety (90) days of the deadlines identified in Exhibit "C," COUNTY may terminate this Agreement in accordance with Article 10, and all uncommitted and unexpended funds may be transferred to the contingency account or be reprogrammed consistent with the Housing and Community Development Act of 1974, as amended (42 U.S.C. Section 5301-5320).
- 3.3 The Division may issue a Stop Order to TOWN which shall halt all work on the Project in the event that the work is not being done according to the terms of this Agreement or when, in the Division Director's judgment, TOWN, or of its third party contractors, have violated federal guidelines and regulations, or the terms of this Agreement.
- 3.4 The Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. The continuation of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions and output measures. Upon request, TOWN shall furnish to the Division Director, COUNTY, or their designees, such records and information related to the Project as is determined necessary by the Division Director or COUNTY. TOWN shall

- submit on a monthly and quarterly basis, and at other times upon the request of the Division Director, information and status reports required by Division, COUNTY or HUD on forms approved by the Division Director.
- 3.5 TOWN shall meet with COUNTY at reasonable times and with reasonable notice to discuss the Project.
- 3.6 TOWN shall provide COUNTY with Monthly Progress Reports utilizing the form provided in Exhibit "D," attached hereto, which shall indicate the status of all outstanding work that has been authorized by COUNTY for the Project, including the planned versus actual progress of each individual project based on the Project's schedule and budget. Such reports shall be submitted to the Division on the first business day following the end of the preceding month.
- 3.7 TOWN shall use its own procurement procedures for the procurements of property and services, which shall reflect applicable state and local laws and regulations; and all procurements shall conform to applicable federal law and the standards set forth in 24 CFR Part 85.36, Procurement.
- 3.8 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale/Hollywood International Airport Weather Station.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount payable by COUNTY under this Agreement shall be Sixteen Thousand Four Hundred Sixty-two Dollars (\$16,462).
- 4.2 COUNTY shall reimburse TOWN for the Project expenses incurred as provided in Exhibit "B," Budget Table/Costs For Project, attached hereto, provided a suspension of payment as provided in this Agreement has not occurred, and provided further that TOWN complies with the procedures for invoices and payments as set forth in this Article. At no time shall COUNTY distribute CDBG Funds to TOWN if it has not provided the required deliverables.
- 4.3 TOWN shall invoice COUNTY monthly utilizing the form provided in Exhibit "E," Request for Payment, for Project costs described in Exhibit "A," Project Description, on the following basis:
 - 4.3.1 TOWN shall provide documentation of costs associated with any TOWN personnel providing any services for the Project.
 - 4.3.2 TOWN shall provide COUNTY with an executed original of all third party contracts authorizing work or activities to be performed for the Project.

- 4.3.3 TOWN shall provide COUNTY with documentation of any leveraging, as described in Exhibit "B," Budget Table/Costs for Project, which has occurred during each month.
- 4.3.4 TOWN shall submit a certified copy of the purchase order or other TOWN document authorizing the work or activities for which it is invoicing.
- 4.3.5 TOWN shall submit to COUNTY a certified copy of all third party contractor invoices for the Project indicating the work or activities performed and the date rendered.
- 4.3.6 TOWN's administrator or the administrator's authorized representative shall certify that the work or activities being invoiced have been completed.
- 4.4 TOWN shall disclose to COUNTY any and all third party funding, whether public or private, for the Project. No COUNTY funding shall be used to supplant existing third party funding.
- 4.5 Following receipt of invoices and supporting documentation, as described in Section 4.3, the Division shall review the invoices and documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. Upon determination by the Division that the items invoiced have been received or completed, the Division shall make payment to TOWN the amount it determines to be payable. Payment for travel expenses, if any, shall be made in accordance with COUNTY guidelines for travel reimbursement.
- 4.6 COUNTY shall pay TOWN within thirty (30) calendar days from receipt of TOWN's Request for Payment for reimbursement of eligible Project expenses in accordance with COUNTY's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances.
- 4.7 TOWN shall not be entitled to payment by COUNTY for any invoices received by COUNTY later than sixty (60) days after expiration or termination of this Agreement.
- 4.8 TOWN shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of COUNTY.
- 4.9 COUNTY may suspend payment under this Agreement for any of the following events:
 - 4.9.1 Ineligible use of CDBG Funds:

- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including a favorable audit report;
- 4.9.4 Submittal of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event COUNTY elects to withhold payment to TOWN pursuant to this Section 4.9, COUNTY shall specify the action(s) that must be taken by TOWN as a condition precedent to resumption of payments, and should specify a reasonable date for compliance.

4.10 Payments to TOWN shall be sent to:

Constance Hoffmann, Town Manager Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

4.11 Any documentation required under this Agreement shall be furnished to COUNTY at the following address:

Ralph Stone, Director
Broward County Housing Finance and Community Development Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301

4.12 Notwithstanding anything to the contrary in this Agreement, COUNTY shall not be required to reimburse TOWN any CDBG Funds under this Agreement, if COUNTY is not able to obtain such funding from HUD for the payment of these costs.

ARTICLE 5 - LIABILITY AND INDEMNIFICATION

TOWN is a state agency under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 5.2 In the event TOWN elects to enter in an agreement with a third party contractor(s) ("Contractor") to perform any of work or activities for the Project, the contract with such Contractor shall include the following provisions:
 - 5.2.1 To the fullest extent permitted by law, Contractor shall at all times hereafter indemnify, hold harmless and defend Broward County and all of Broward County's current and former officers, agents, servants, and employees (collectively "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of, Contractor, its current or former officers, employees, agents, or servants, arising from, resulting to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County, or at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6 - INSURANCE

- 6.1 TOWN is a state agency under Section 768.28, Florida Statutes, and shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event TOWN elects to purchase excess liability coverage, Broward County, shall be named as an additional insured and certificate holder under said policy and COUNTY shall be notified of said coverage and provided evidence of same.
- In the event TOWN contracts with a third party contractor(s) ("Contractor") to provide any of the work or activities set forth herein, any contract shall require the Contractor, at a minimum, to maintain in full force and effect, at Contractor's sole cost and expense, during the term of the contract, insurance of the types and amounts as provided in Exhibit "F," Insurance Requirement, attached hereto, and name Broward County as an additional insured.

ARTICLE 7 - ASSURANCES AND CERTIFICATIONS

7.1 TOWN shall comply with all applicable federal, state and county laws, ordinances, codes and regulations relating to the use of CDBG Funds including, but not limited to, the Rules and Regulations of HUD. Any conflict or inconsistency between the any federal, state or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

- 7.2 TOWN shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other association.
- 7.3 TOWN shall comply with the requirements set forth in the Division's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. COUNTY will provide TOWN with a copy of the manual and any amendments thereto.
- 7.4 TOWN shall not use CDBG Funds to support inherently religious activities including, but not limited to, worship, religious instruction, or proselytization.
- 7.5 TOWN certifies, to the best of its knowledge and belief, that:
 - 7.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of TOWN, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 7.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, TOWN shall complete and submit to COUNTY Standard Form LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 CFR Part 87, in accordance with its instructions.
 - 7.5.3 The language of this Section 7.5 shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.
- 7.6 TOWN shall comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR Part 5.105, Other Federal requirements, as applicable to the Project, including, but not limited to, the following:
 - 7.6.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 CFR Part 146, which prohibit discrimination of persons on the basis of race, color, or national origin,

- including, but not limited to, exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which TOWN receives federal financial assistance.
- 7.6.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices.
- 7.6.3 Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.) and the implementing regulations at 24 CFR Part 146, which prohibit discrimination of persons on the basis of age under any program, or activity for which TOWN receives federal financial assistance.
- 7.6.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which TOWN receives financial federal assistance.
- 7.6.5 Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination of individuals on the basis of race, color, sex, national origin, religion, or age.
- 7.6.6 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 CFR Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low and very low-income persons.
- 7.7 TOWN certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement or any federal assistance program subject to 2 CFR Part 2424. TOWN shall not knowingly enter into any third party contract for Project services under this Agreement, or other covered transaction, with a person or entity which is similarly debarred or suspended from providing services under this Agreement.
- 7.8 TOWN certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) implemented at 2 CFR Part 2429, and shall administer, in good faith, a policy designed to ensure a workplace free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- 7.9 TOWN shall comply with the recordkeeping and reporting requirements set forth in this Agreement and 24 CFR Parts 85 and 570, as applicable.

- 7.10 In addition to the reversion of assets requirements set forth in Section 8.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Division Director consistent with 24 CFR Part 85, after TOWN has requested disposition instructions.
- 7.11 TOWN shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), if CDBG Funds under this Agreement exceed \$100,000.
- 7.12 TOWN shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).
- 7.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, TOWN shall provide COUNTY, HUD, and the Comptroller General of the United States, through any of their duly authorized representative, access to any books, documents, papers, and records of TOWN, or its third party contractors providing Project services under this Agreement, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access granted under this Section 7.13 shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.
- 7.14 In accordance with Section 519 of the 1990 HUD Appropriations Act (Public Law 101-140) and Section 906 of the National Affordable Housing Act of 1990, which amended Title I of the Housing and Community Development Act of 1974, TOWN certifies that it has adopted and is enforcing policies within its jurisdiction that:
 - 7.14.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
 - 7.14.2 Enforce applicable State and local laws which prohibit any action which physically bars an entrance to or exit from, a facility or location where a non-violent civil rights demonstration is being conducted.

ARTICLE 8 - FINANCIAL RESPONSIBILITY

8.1 TOWN shall comply with the requirements and standards of OMB Circular A-87 implemented at 2 CFR Part 225, "Cost Principles for State, Local and Indian Tribal Governments," and the applicable provisions under 24 CFR Part 85.

- 8.2 TOWN shall comply with the audit requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." The audit must be filed with COUNTY within one hundred twenty (120) days after the close of the fiscal year of TOWN. All CDBG Funds provided by COUNTY should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.
- 8.3 TOWN shall use CDBG Funds only for eligible Project activities specifically outlined in this Agreement.
- 8.4 TOWN shall budget and expend all CDBG Funds provided by COUNTY under this Agreement in accordance with the Division's "Procedures Manual for Subrecipients."
- 8.5 In addition to COUNTY's right to terminate this Agreement in accordance with Article 10, TOWN shall be required to repay to COUNTY, in COUNTY's sole discretion, any CDBG Funds determined by COUNTY to be ineligible for reimbursement under the terms of this Agreement including, but not limited to, in the following events:
 - 8.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any over payments by COUNTY.
 - 8.5.2 Any CDBG Funds expended by TOWN, or any of its third party contractors, in violation of this Agreement.

In the event TOWN is required to repay COUNTY any CDBG Funds pursuant to this Section 8.5, TOWN shall repay such funds from nonfederal resources within thirty (30) days of notice provided by COUNTY, and if not paid, COUNTY may, in its sole discretion, elect to withhold payment on any subsequent request for payment by TOWN, or reduce TOWN's obligation to repay COUNTY by making an administrative offset against any request for payment. COUNTY, in its sole discretion, may reallocate any funds TOWN repays to COUNTY pursuant to the terms of this Agreement to other eligible CDBG projects. This provision shall survive the expiration or earlier termination of this Agreement.

- 8.6 TOWN shall account for "Program Income," as defined in 24 CFR Part 570.500(a), related to the Project in accordance with the provisions under 24 CFR Part 570.504. Upon the prior written approval of COUNTY, Program Income generated as a result of receipt of CDBG Funds under this Agreement shall be used in one (1) of the following manners:
 - 8.6.1 Added to funds committed to the Project by TOWN and used proportionally to the original funding allocation to further eligible Program objectives.

- 8.6.2 Only for eligible CDBG activities.
- 8.6.3 Returned to COUNTY upon written request of the Division.
- 8.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, TOWN, shall comply with the requirements under 24 CFR Parts 570.503 and 570.505, and 24 CFR Part 85, as applicable, including, but are not limited to, the following:
 - 8.7.1 TOWN shall transfer to COUNTY any CDBG Funds on hand any accounts receivable attributable to the use of CDBG Funds under this Agreement.
 - 8.7.2 Real property under TOWN's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by COUNTY. In the event TOWN fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, TOWN shall pay COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to COUNTY.
- 8.8 <u>Disposition of Equipment</u>. TOWN shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 24 CFR Part 85.32.

ARTICLE 9 - TERM OF AGREEMENT

The term of this Agreement shall commence retroactively to October 1, 2014, and shall end on September 30, 2015, unless terminated earlier or extended pursuant to the terms of this Agreement. TOWN may submit a written request for an extension to the term of this Agreement to the Division Director no less than ninety (90) days prior to the expiration date. In the event the Division Director approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.18.

ARTICLE 10 - TERMINATION

10.1 This Agreement is subject to the availability of CDBG funding from HUD. In the event HUD terminates, suspends, discontinues, or substantially reduces the CDBG funding for the Project activity under this Agreement, COUNTY may terminate this Agreement upon TOWN's receipt from COUNTY of no less than

Twenty-four (24) hours' notice. COUNTY shall be the final authority as to the availability of CDBG Funds.

10.2 <u>Termination for Cause</u>.

- 10.2.1 This Agreement may be terminated for cause by COUNTY, at the discretion of and through the County Administrator, if TOWN fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from COUNTY identifying the breach. Any notice of termination provided by COUNTY pursuant to this Subsection 10.2.1 shall also provide TOWN with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. TOWN shall file an appeal within five (5) days of receipt of COUNTY's notice of termination.
- 10.2.2 Termination for cause by COUNTY may include, but is not limited to, TOWN's failure to commence work on the Project, as set forth in Exhibit "C," Project Schedule/Timeline, within ninety (90) days from the date of full execution of this Agreement by the Parties, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives under this Agreement, failure to repay COUNTY as provided for in Section 8.5, or contracting with a third party contractor to provide any Project services under this Agreement who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 CFR Part 2424. The Agreement may also be terminated for cause if TOWN is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes.
- 10.2.3 In the event this Agreement is terminated by COUNTY for cause, TOWN shall repay to COUNTY any CDBG Funds determined by COUNTY to be due in accordance with Section 8.5. COUNTY may, in its sole discretion, reduce TOWN's obligation to repay COUNTY by making an administrative offset against any requests by TOWN for payment up to the effective date of termination as provided in Section 10.4.
- 10.3 <u>Termination for Convenience</u>. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for convenience for COUNTY shall be by the Board. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or

welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 10.4 In the event this Agreement is terminated for any reason, COUNTY will reimburse TOWN upon receipt of a Request for Payment utilizing the form provided in Exhibit "E," for documented and committed eligible Project expenses in accordance with the terms of this Agreement and Exhibit "B," Budget Table/Costs for Project, incurred by TOWN prior to the effective date of termination of this Agreement. For purposes of this Agreement, documented and committed eligible Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by TOWN or a third party contractor on TOWN's behalf, for Project activities under this Agreement. However, TOWN shall not encumber any CDBG Funds under this Agreement after either party provides written notice of termination to the other party. Any payment by COUNTY pursuant to this Section 10.4 is subject to the repayment provisions in Section 8.5.
- 10.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 10.6 In the event this Agreement is terminated for any reason, any amounts due TOWN shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 12.1 of Article 12.

ARTICLE 11 - NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Ralph Stone, Director
Broward County Housing Finance and Community Development Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301

FOR TOWN:

Constance Hoffmann, Town Manager Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

ARTICLE 12 - MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, TOWN grants to COUNTY and the Federal Government a non-exclusive, royalty free, and irrevocable license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by TOWN to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to TOWN shall be withheld until all documents are received as provided herein.

12.2 EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. TOWN shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by TOWN to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the Board, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

TOWN shall include the foregoing or similar language in its contracts with any third party contractor providing services under this Agreement, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement,

which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TOWN shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, TOWN represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from TOWN monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

12.3 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent TOWN is acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, TOWN shall:

- 12.3.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 12.3.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.3.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 12.3.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of TOWN upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of TOWN to comply with the provisions set forth in this Section 12.3 shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

12.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN and its third party contractors performing services for the Project, for the period of time required by 24 CFR Part 570, if such retention period is greater than that required by the Florida Public Records Act, Chapter 119, Florida Statutes. TOWN and its third party contractors performing services for the Project shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of TOWN and its third party contractors performing services for the Project shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, TOWN, or its third party contractor, as applicable, shall make same available at no cost to COUNTY in written form.

TOWN and its third party contractors performing services for the Project shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period, or for a minimum period of four (4) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or four (4) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

TOWN shall ensure that the requirements of this Section 12.4 are included in all agreements with its third party contractors performing services for the Project.

12.5 PUBLIC ENTITY CRIME ACT

TOWN represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on

leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, TOWN further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether TOWN has been placed on the convicted vendor list.

12.6 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision by TOWN. In providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to TOWN or TOWN's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.7 THIRD PARTY BENEFICIARIES

Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement, and no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement, except as permitted and provided for in this Agreement. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by TOWN of this Agreement or any right or interest herein without COUNTY's written consent.

TOWN represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICT OF INTEREST

TOWN shall comply with the requirements of 24 CFR Part 570.611 relative to the Conflict of Interest provisions. Any possible conflicting interest on the part of TOWN, its officers, employees, or agents, shall be disclosed in writing to the Division.

12.10 CONFLICTS

Neither TOWN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment related to its performance under this Agreement. None of TOWN's employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude TOWN or any person in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding regarding this Agreement. In the event TOWN is permitted pursuant to this Agreement to utilize third party contractors to perform any services required by this Agreement. TOWN shall require such third party contractors, by written contract, to comply with the provisions of this section to the same extent as TOWN.

12.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.12 COMPLIANCE WITH APPLICABLE LAWS

TOWN shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement. TOWN shall at all times observe and comply with all such laws, ordinances, regulations, and orders.

12.13 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.14 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.15 INTERPRETATION

All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections and subparagraphs of such section unless the reference is made to a particular subsection or subparagraph of such section.

12.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

12.17 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or the United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

12.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN or others delegated authority to or otherwise authorized to execute same on their behalf. The County Administrator shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities under 24 CFR Part 570. The Division Director shall be authorized to approve, in writing, line item budget changes to the information set forth in Exhibit "B," Budget Table/Costs for Project, during the

term of this Agreement and for sixty (60) days after expiration or earlier termination of this Agreement as provided for in Section 4.7 of this Agreement, in order to reconcile TOWN's expenditures of CDBG Funds, provided such changes do not result in an increase in the CDBG Funds set forth in Section 4.1 of this Agreement, and Exhibit "B." The written document from the Division Director approving such changes shall be deemed incorporated into this Agreement.

12.19 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" - "F" are incorporated into and made a part of this Agreement. The Rules and Regulations of HUD and any other HUD regulations addressed in this Agreement which are not specifically identified in the definition contained in Section 1.13 shall be deemed incorporated herein by reference.

12.21 LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

12.22 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.23 FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.24 TIME IS OF THE ESSENCE

Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

12.25 SPECIFIC PERFORMANCE

In addition to all other remedies, TOWN's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

12.26 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.27 COUNTY BUSINESS ENTERPRISE PROGRAM

COUNTY has established a policy relating to County Business Enterprise ("CBE") program participation in all County contracts. Although this Agreement does NOT have assigned CBE goals, TOWN shall comply with 24 CFR Part 85.36(e) and take all necessary affirmative steps to utilize small firms, minority-owned firms, women's business enterprises, and labor surplus area firms, whenever possible, as the sources of supplies, equipment and services.

12.28 EXECUTION AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.29 <u>DESIGNATED REPRESENTATIVE</u>

TOWN's Designated Representative under this Agreement is Dennis Haag, Acting Finance Director.

12.30 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Remainder of Page Intentionally Left Blank]

have made and executed this Agreement: Administrator, authorized to execute same d TOWN OF LAUDERDALE-BY-THE-SEA, duly authorized to execute same.
NTY
BROWARD COUNTY, through the County Administrator
By Bertha Henry
day of, 2015
Approved as to form by Joni Armstrong Coffey Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue
Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641
By Patrice M. Eichen (Date) Assistant County Attorney
(

PME:dp 40th Yr Lauderdale-By-The-Sea Senior Center CDBG Gvt General Services.doc 01/09/15 #14-129.35 AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF LAUDERDALE—BY-THE-SEA PROVIDING FOR FUNDING AND ADMINISTRATION OF 40th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SENIOR CENTER ACTIVITIES AND OPERATIONS IN THE AMOUNT OF \$16,462

TOWN

ATTEST:	TOWN OF LAUDERDALE-BY-THE-SEA
By Town Clerk	By Signature
	Constance Hoffmann, Town Manager Print Name and Title
	As day of January, 2015
Approved as to legal sufficiency: By Town Attorney	By Bylan Signature
•	Gerald Dyan Finance Director Print Name and Title
	20th day of January, 2015

Lauderdale-By-The-Sea

40th Year

EXHIBIT "A"

PROJECT DESCRIPTION

Project Name: Senior Center Activities and Operations Program

Project Description:

CDBG Funds in the amount of \$16,462 provided by COUNTY under the Agreement shall be used by TOWN to fund a portion of the costs to contract with a third party to implement the day-to-day operations of the senior center activities and operations. TOWN, or its third party contractor, shall measure the participation of seniors and volunteers in the Project, schedule classes and activities, record registration information, record participation in activities, create volunteer opportunities, and recruit and identify participants.

The senior center activities and operations shall be provided to approximately one hundred twenty-five (125) unduplicated seniors, ages 60 years and older. Activities shall include, but are not limited to, computer classes, art, beginning and intermediate bridge, exercise, dance, and yoga. The Project shall be for residents of TOWN and provided at the Community Center located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308.

TOWN's Program Design is attached hereto as Attachment 1 to Exhibit "A," solely for the purpose of providing a more comprehensive description of TOWN's overall program; however, TOWN's responsibilities and obligations for the Project shall be those described specifically herein this Exhibit "A." In the event of any conflict between the terms of Attachment 1 to Exhibit "A" and Exhibit "A," the terms of Exhibit "A" shall control.

CDBG HUD National Objective: 24 CFR Part 570.208(a)(2), Limited Clientele Activities

ATTACHMENT 1 to EXHIBIT "A"

PROGRAM DESIGN

Town of Lauderdale-By-The-Sea 40th year CDGB Program Design

Purpose of the Program

The Lauderdale-By-The-Sea Community Center provides an environmentally safe, structured, and educationally stimulating and activity filled environment for the Town's seniors. The program is designed to empower the Town's seniors and ultimately to improve their quality of life.

Designated Authority to Implement Program

The Town of Lauderdale-By-The-Sea has sub-contracted the implementation of day to day operation to Bien-Aime, Inc. Bien-Aime, Inc., designs the activities and curriculum with input from Town staff.

Types of Financial Assistance offered

No financial assistance is offered. However, there are no fees for participating in the Community Center activities; anyone meeting the eligibility requirements may participate free of charge.

Participant eligibility

Residents of Lauderdale-By-The-Sea that are 60 years of age or older. Proof of age and residence is required.

Program Marketing

Community Center activities are marketed via the following local media outlets: Lauderdale-By-The-Sea Future newspaper, Lauderdale-By-The-Sea Town Newsletter, Local Cable Channel 78, and the Town website http://www.lauderdalebythesea-fl.gov

Method of Application

In order to participate in the Community Center activities, applicants must submit a written application once each fiscal year at the Lauderdale-By-The-Sea Town Hall.

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Lauderdale-By-The-Sea

40th Year

Applicants Requirements

The only requirements to participate in the Community Center activities are that the applicant be a resident of Lauderdale-By-The-Sea and 60 years of age or older. Proof of age and residence is required.

Applicants Responsibilities

Applicants are required to sign-in for each activity attended. Applicants are also asked to follow general safety rules and the instructor's course outline.

Files and Records

Records of Applicant registration forms, sign-in records, and Program Activities Schedules are maintained by Bien-Aime, Inc. and copies are periodically provided to Town staff and the Housing Finance and Community Development Division of the Broward County Department of Environmental Protection and Growth Management.

Grievance Procedures

Applicant grievances can be submitted to Bien-Aime, Inc., or the Lauderdale-By-The-Sea Town Manager's Office over the phone, in writing, or in person.

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT

Each cost category below reflects the proposed amount necessary to complete the project by funding source(s).

	Funding Sources							
	Cost Category (1) CDBG TOWN (3) Total							
A.	Personnel	\$	\$		\$			
B.	Fringe Benefits	\$	\$	130	\$			
C.	Travel	\$	\$		\$			
D.	Equipment	\$	\$		\$			
E.	Supplies	\$	\$	100 pt 10	\$			
F.	Contractual Services	\$16,462	\$43,538		\$60,000			
G.	Construction	\$	\$		\$			
Н.	Other	\$	\$		\$			
1.	Total	\$16,462	\$43,538		\$60,000			

Lauderdale-By-The-Sea

40th Year

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT (Continued)

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG and Non-CDBG funding sources utilized in financing the Project.

CDBG Funds: \$16,462.00

CDBG Funds provided under the Agreement shall be used by TOWN to fund a portion of the costs of a third party contractor to implement the Project.

Non-CDBG Funds: \$43,538.00 (TOWN's General Fund)

TOWN shall contract with a third party contractor to implement the Project which is estimated to cost TOWN approximately \$60,000.00 annually.

TOWN shall provide suitable space and use of existing resources to provide classes and activities approximately six (6) hours per day, five (5) days per week throughout the term of the Agreement. Utilities, maintenance, and insurance for the Project shall also be provided by TOWN.

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT (Continued)

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are stated in OMB Circular A-87 (implemented at 2 CFR Part 225), Cost Principles for State, Local and Indian Tribal Governments. This document is an extensive and somewhat complicated series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

<u>Salary</u> costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with TOWN's overall employee compensation structure. TOWN's compensation policy should not change as a result of obtaining a federal grant.

<u>Fringe Benefit</u> costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Lauderdale-By-The-Sea

40th Year

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT (Continued)

<u>Travel</u> costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

<u>Equipment</u> costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

<u>Material</u> cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

<u>Subcontracts</u> must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

<u>Consultant</u> agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

<u>Construction</u> costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Development Division Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

<u>Other</u> costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

<u>Leverage</u> is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

Lauderdale-By-The-Sea

40th Year

EXHIBIT "C"

PROJECT SCHEDULE/TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Schedule classes and activities	October 1, 2014	September 30, 2015
Record registration information	October 1, 2014	September 30, 2015
Record participation in activities	October 1, 2014	September 30, 2015
Create volunteer opportunities, recruit and identify participants, and record volunteer participation hours	October 1, 2014	September 30, 2015

EXHIBIT "D"

MONTHLY PROGRESS REPORT

Reporting Period:						
Date Report Prepared:		-				
A. Project Informati	on:					
Agency Name		11,000				
Person Preparing the Rep	oort					
Job Title						
Signature						
Project Name						
Project Start-Up Date						
Project Completion Date			y de la serie			
Amended Completion Date	te					
(if applicable)						
B.1 Project Cost						
			Funds Ex	pended to Date	Percentage	
Total Project	\$		\$		%	
CDBG Funding	\$		\$		%	
Other Funding (specify source below)		\$		%		
B.2 Declaration of Ag	B.2 Declaration of Agency Budget Changes					
Program Income:						
Source of Program	Source of Program Income:					

EXHIBIT "D"

MONTHLY PROGRESS REPORT (Continued)

B.3	Other	r Grant Awards				
	Date(s): Dollar Amount(s):					
	Fundi	ng Source(s): Funding	Contract Person(s):			
B.4	Describe attempts to secure additional funding:					
B.5	Perce	ent of Project completed to date: _	%			
B.6	Antic	ipated Changes in Staffing:				
	1.	Office Hours:				
	2.	Resignations:				
	3.	Part-time or Full-time Employee(s):				
C.1	Brief I	Project Description and Project Logary and address, general scope of wor	cation (if applicable, include homeowner's k performed, and associated expenses):			
C. 2.		ibe specific work tasks and status				
Work '			Status (i.e., underway, completed)			
	**					

Lauderdale-By-The-Sea

40th Year

EXHIBIT "D"

MONTHLY PROGRESS REPORT (Continued)

D. Program Objectives

* Work Tasks	Projected Yearly Total / Performance	Monthly Progress	Progress Yr-To-Date	Supporting Documentation
Schedule classes and activities	500			Monthly Class Activity Calendar
Record Registration Information	125			Registration Form
Record Participation in Activities	1,500			Monthly Participation Forms
Create volunteer opportunities, recruit and identify participants, and record volunteer participation hours	125			Monthly Volunteer Forms

^{*} Work Tasks as listed in Exhibit "C" (Project Schedule/Timeline) of the Agreement.

EXHIBIT "E"

REQUEST FOR PAYMENT

Community Development Block Grant Program 40th Year Funding

Contract Pe	riod	to	
1. Project Name:			4
2. Organization:	Tele	ephone Number	:
3. Billing Number:	and the particular of the part		
4. Billing Period Covered:			
5. % of Total Contract, Expend	ded thru this Billing	j :	
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

EXHIBIT "E"

REQUEST FOR PAYMENT (Continued)

7. Detail of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount
	(терриошис)		runount
of record for the Project; that the approved Agreement including an	this billing are corre work and services ny amendments ther	Request for Reimbursement \$ ct and just and are based upon oblare in accordance with the Browar eto; and that the progress of the and are consistent with the amount	igation(s) d County work and
Signature and Title of Authorized (Form 608.700 Revised 06/04	Official	Date	

EXHIBIT "F"

INSURANCE REQUIREMENT

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent	Bodily Injury		
With no exclusions or limitations for: [x] Premises—Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury	Property Darnage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
Other:	Personal Injury	*	
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM	Bodily Injury (each person)		
[x] Owned [x] Hired	Bodily Injury (each accident)		
[x] Non-owned [x] Scheduled	Property Damage		
[x] Any Auto	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY	Follow form basis or		
May be used to supplement minimum liability coverage requirements.	Add'l insd endorse- ment is required		
[x] WORKERS' COMPENSATION If exempt: State Exemption Certificate or letter on company letterhead is required.	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required
x] EMPLOYERS' LIABILITY	(each accident)	\$ 100 k	for any activities on or about navigable water
] POLLUTION LIABILITY OR	(each accident)		
ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	Extended coverage period		
] BUILDER'S RISK (PROPERTY)	Maximum Deductible: \$10 k Complete DED for WIND or WIND & FLOOD not to exceed 5% of completed value form CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed
"ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.			
] Installation floater	Maximum Deductible:	\$10 k	Completed
Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	VIO K	Completed Value
ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES	o o o o o o o o o o o o o o o o o o o		form
ROWARD COUNTY IS LIBTED AS AN ADDITIONAL INSURED ON THE GENERAL	DABILITY POLICY AND THE AUTOMOR	BILE LIABILITY POLICY	
REFERENCE:			
CERTIFICATE HOLDER:			
Broward County 15 South Andrews Avenue Fort Lauderdale, FL 33301			